FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 21, 2014

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

4:00 P.M. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Meeting of January 7, 2014; the Special Work Session (Legislative Luncheon) of January 9, 2014; and the Special Meeting (Executive Session) of January 14, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of January 7, 2014; the Special Work Session (Legislative Luncheon) of January 9, 2014; and the Special Meeting (Executive Session) of January 14, 2014.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

A. Consideration of Appointments: Tourism Commission.

RECOMMENDED ACTION:

Make three (3) Hospitality appointments to terms expiring January 2017.
Make one (1) At-Large appointment to term expiring January 2016.

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

A. Consideration and Approval of Contract: Copy Center and Mail Room Services contract with Xerographics of Flagstaff.

RECOMMENDED ACTION:

Approve the Contract with Xerographics of Flagstaff for Copy Center and Mailroom Services for a fixed annual amount of $77,317. Current annual variable costs for service (copy, print, bindery services) are expected to be approximately $17,500. The total annual cost for this contract is estimated to be $95,000.

B. **Consideration and Approval of Settlement Agreement:** Campus Crest at Flagstaff II, LLC **(The Grove Phase I)**

RECOMMENDED ACTION:

Approve Settlement Agreement with Campus Crest at Flagstaff II, LLC

10. ROUTINE ITEMS

A. **Consideration and Possible Adoption of Ordinance No. 2014-02:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona, authorizing the exchange of certain properties: a 1.4 acre parcel owned by the City of Flagstaff (Coconino County Assessor's Parcel Number [APN] 107-13-012) and a 4.3 acre portion of a parcel owned by W.L. Gore and Associates (APN 107-16-007P). **(Property exchange between City of Flagstaff and W.L. Gore)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-02 by title only for the final time
2) City Clerk reads Ordinance No. 2014-02 by title only (if approved above)
3) Adopt Ordinance No. 2014-02

B. **Consideration and Possible Adoption of Ordinance No. 2014-01:** Authorizing the sale of property located at 400 South Malpais Lane including the following parcels: Assessors Parcel Numbers 103-06-003B, 103-06-017A, 103-06-018A and 103-06-019. **(Fire Station No. 7)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-01 by title only for the final time
2) City Clerk reads Ordinance No. 2014-01 by title only (if approved above)
3) Adopt Ordinance No. 2014-01

C. **Consideration and Possible Adoption of Ordinance No. 2014-03**: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona, approving and authorizing the sale and issuance of City of Flagstaff, Arizona General Obligation Bonds, Series 2014A and General Obligation Refunding Bonds, Series 2014B, in the total aggregate principal amount of not to exceed $34,300,000 and all matters related thereto; prescribing certain terms and conditions of such bonds including the delegation to the Management Services Director of the City to designate the final principal amount, maturities, interest rates and yields and other matters with respect to such bonds as well as certain matters with respect to certain bonds being refunded with the proceeds of the sale thereof; awarding a contract for the purchase of such bonds and ratifying the distribution of a Preliminary Official Statement and approving a final Official Statement. **(Authorizing sale/issuance of bonds for projects)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-03 by title only for the final time
2) City Clerk reads Ordinance No. 2014-03 by title only for the final time (if approved above)
3) Adopt Ordinance No. 2014-03

D. **Consideration and Adoption of Resolution No. 2014-04:** A resolution memorializing the direction received from City Council on the disposition of seventeen parcels of City of Flagstaff owned real property in a work session meeting on October 28, 2013.

RECOMMENDED ACTION:

1) Read Resolution No.2014-04 by title only
2) City Clerk reads Resolution No. 2014-04 by title only (if approved above)
3) Adopt Resolution No. 2014-04

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

12. **PUBLIC PARTICIPATION**

13. **CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

14. **PUBLIC HEARING ITEMS**

A. **Public Hearing and Consideration and Approval of Lien:** Recovery of cost of cleanup of the accumulation of weeds, vegetation, junk, dead organic matter, rat harborages on the premises of 1726 N. Kutch per Notice and Order.

RECOMMENDED ACTION:

1) Hold Public Hearing
2) Approve lien assessment on the property located at 1726 N. Kutch.

15. REGULAR AGENDA

A. Consideration and Possible Adoption of Resolution No. 2014-05: A resolution of the Council of the City of Flagstaff, Arizona approving a Pre-Annexation, Development and Oversizing Agreement between W. L. Gore & Associates, Inc. and the City of Flagstaff

RECOMMENDED ACTION:

1) Read Resolution No. 2014-05 by title only
2) City Clerk reads Resolution No. 2014-05 by title only (if approved above)
3) Adopt Resolution No. 2014-05

16. DISCUSSION ITEMS

A. Monsoon Flooding 2013

RECOMMENDED ACTION:

This item is for information only.

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. Update on Veterans Issues

B. Resident Displacement Policy

C. Lowell Observatory Update and Lighting Issue

D. Charter Review Committee

E. Ad Hoc Committee on Underground Wires

F. Sale of Butler/Lone Tree Property

G. Graffiti Ordinance

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

19. 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 _____, 2014.

_____
Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	01/17/2014
Meeting Date:	01/21/2014

TITLE

Consideration and Approval of Minutes: City Council Regular Meeting of January 7, 2014; the Special Work Session (Legislative Luncheon) of January 9, 2014; and the Special Meeting (Executive Session) of January 14, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of January 7, 2014; the Special Work Session (Legislative Luncheon) of January 9, 2014; and the Special Meeting (Executive Session) of January 14, 2014.

INFORMATION

Attached are copies of the minutes of the City Council Regular Meeting of January 7, 2014; the Special Work Session (Legislative Luncheon) of January 9, 2014; and the Special Meeting (Executive Session) of January 14, 2014.

Attachments: 01.07.2014.CCRM.Minutes
01.09.2014.CCSWS.Minutes
01.14.2014.CCSMES.Minutes

REGULAR COUNCIL MEETING
TUESDAY, JANUARY 7, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

1. **CALL TO ORDER**

Mayor Nabours called the meeting of January 7, 2014, to order at 4:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Absent:

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

The Council and audience recited the Pledge of Allegiance and Mayor Nabours read the Mission Statement of the City.

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

A. **Consideration and Approval of Minutes**: City Council Special Work Session of December 6, 2013; the Work Session of December 10, 2013; and the Regular Meeting of December 17, 2013.

Mayor Nabours corrected the title of the minutes listed for the December 6, 2013, Work Session (as listed on the agenda). Councilmember Woodson amended wording on the December 6, 2013, minutes on page 5, item 6 to read "to plan utility and transportation corridors in the area." Additionally, he believed that in the next paragraph of those same minutes it read Mr. Burke, but should have been Mr. Cronk.

Mayor Nabours moved to approve the minutes [of the City Council Special Work Session of December 6, 2013; the Work Session of December 10, 2013; and the Regular Meeting of December 17, 2013], as amended; seconded; passed unanimously.

5. **PUBLIC PARTICIPATION**

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

None

6. **PROCLAMATIONS AND RECOGNITIONS**

None

7. **APPOINTMENTS**

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

None

8. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Robert Nelson, "Fry's Food & Drug #104", 201 N. Switzer Canyon Dr., two Series 9S (liquor store), Sampling Privileges.

Mayor Nabours noted that the Fry's store currently had a liquor license but they would like to also have sampling privileges. He opened the public hearing. There being no public input, Mayor Nabours closed the public hearing.

Councilmember Oravits moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

9. **CONSENT ITEMS**

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

A. **Consideration and Approval of Contract:** With Coconino County for bulk winter blend diesel Fuel, bid number 2014-04 to Pro Petroleum of Phoenix, Arizona in the amount of $.0035 per gallon below O.P.I.S. (Oil Prices Information Services).

MOTION: Approve the joint bid contract for Bulk Winter Blend Diesel Fuel with Pro Petroleum.

Councilmember Overton moved to approve the Consent Item; seconded; passed unanimously.

10. **ROUTINE ITEMS**

A. **Consideration / Adoption of Resolution No. 2013-33 and Ordinance No. 2013-26:** A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as "The 2013 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations,* Chapter 3-05, *Privilege and Excise Taxes,* by adopting "The 2013 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates.

Mayor Nabours moved to adopt Resolution No. 2013-33; seconded; passed unanimously.

Mayor Nabours moved to read Ordinance No. 2013-26 by title only for the final time; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, CHAPTER 3-05, PRIVILEGE AND EXCISE TAXES, BY ADOPTING "THE 2013 CITY TAX CODE AMENDMENTS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING EFFECTIVE DATES

Councilmember Woodson moved to adopt Ordinance No. 2013-26; seconded; passed unanimously.

B. **Consideration and Action on Establishment of Off-Track Wagering Facility:** Vincent Francia "Turf Paradise" operating at "JAX Sports Bar", 101 S. San Francisco St.

Mayor Nabors noted that the City has the right to consider the facility and operators, to see if there is any reason not to recommend approval. He said the Police Department and Sales Tax found no reason; however, Community Development had a few issues.

Comprehensive Planning and Zoning Administrator Roger Eastman said that there has been an ongoing issue with the owners of JAX since they purchase it from the Mad Italian. They have three outstanding Code violations: 1) the sign was erected without a permit; 2) the exterior lights do not comply; and 3) they cut a hole in the side of the building to put in a garage roll-up door without approval. He said that Tom Boughner checked the property a few minutes ago to make sure they had not taken corrective action, and they have not.

Councilmember Overton said that he understood that the criteria sent to the state can include these types of issues; however, he asked if they were using the correct tools to address these violations. Mr. Eastman said that the City has been following their standard procedures for addressing the violations.

Mayor Nabours said that he understood those concerns; however, he was reluctant to recommend approval when they are in violation of the Zoning Code.

Comments were made that Council did not want to tie the permit with the liquor license. After further discussion, **Councilmember Oravits moved to postpone a decision on this item to February 18, 2014, (which is the same date they are considering the liquor license), to allow them an opportunity to resolve these issues; seconded; passed unanimously.**

Mr. Eastman said that he and Mr. Boughner would meet with the business owners and let them know what was going on.

RECESS

The Regular Meeting of the Flagstaff City Council held January 7, 2014, recessed at 4:26 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council held January 7, 2014, at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Absent:

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

Don Valick, Flagstaff, spoke to the Council about concerns he had with Guardian Air harassing him, stating the harassment eventually led to his dog being injured. He asked that the Council look into the issue.

Lee Harsh, Flagstaff, said that she read the article in the newspaper about police officers leaving the City and asked them to consider what the reasons were that they were leaving.

Charlie Odegaard, Flagstaff, reported on the upcoming Sled Dog Races, Saturday and Sunday at Mormon Lake Lodge.

Ms. Velez asked that the resident displacement ordinance be placed on an agenda. Mayor Nabours noted that it was scheduled to be on an upcoming agenda to see if there were three Councilmembers wanting to place it on a future agenda for discussion/possible action.

13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA

None

14. PUBLIC HEARING ITEMS

A. **Public Hearing:** On Land Use Assumptions and Infrastructure Improvement Plan in support of updated Public Safety Development Fees (Impact Fees).

Dan Folke, Planning Director, gave a PowerPoint presentation which addressed the following:

- DEVELOPMENT FEES A.K.A. IMPACT FEES
- HISTORY
- PATH FORWARD
- DRAFT REPORT
- OVERVIEW OF ADOPTION PROCESS
- LAND USE ASSUMPTIONS
- DEVELOPMENT PROJECTIONS
- SUMMARY OF DEVELOPMENT PROJECTIONS
- SUMMARY OF POPULATION
- 2007/2012 LAND USE COMPARISON
- DEVELOPMENT FEE METHODS AND COST COMPONENTS
- POLICE AND FIRE IMPACT FEES COLLECTED/SPENT TO DATE
- SUMMARY OF TEN-YEAR PLAN FOR INFRASTRUCTURE NEEDED TO MAINTAIN CURRENT LOS (LEVEL OF SERVICE)

Assistant Fire Chief Jerry Bills then continued the PowerPoint presentation:

- FIRE DEPARTMENT
  - Cost Recovery
  - Incremental Expansion

Assistant Police Chief Dan Musselman continued the presentation:

- POLICE DEPARTMENT
- SUMMARY OF TEN-YEAR PLAN FOR INFRASTRUCTURE
- POLICE DEPARTMENT
  - Cost Recovery

Mr. Folke then reviewed the adoption schedule.

Mayor Nabours said that he could understand that if he was building a new house, how it may require a new fire station and he had no problem that his impact, along with others, might require that, but he would also be paying off the bonds for the fire station already built, and the same with the Police Communications bond.

Management Services Director Barbara Goodrich explained that it was possible that they would have to pay both the impact fees and the secondary property tax; however, when the debt is repaid it can only be done through the impact fees or the property tax; they cannot double dip.

Mayor Nabours asked what has happened that they have to increase their impact fees. Ms. Goodrich explained that the actual impact fees projected have gone

down, although some commercial have gone up. She said that she did not have the assumptions adopted in 2007-2008 in front of her; she would have to review those to be able to answer that question. She said that impact fees are predicated on a ten year horizon, but they are statutorily required to check in every five years to validate those assumptions.

Councilmember Oravits said that he understood they would have an opportunity in the future to look at the rates, but in looking at commercial rates, he was seeing an increase of 61%, and he would like to know why there was such a big increase on the commercial side.

Ms. Goodrich said that she was not prepared to answer that question this evening. They can prepare a response for him, or they can wait until April when they are discussing those fees.

Mr. Burke explained that there was a sequence required. In order to determine what the fees are, they have to base them on land use assumptions, so the process begins with establishing the assumptions, which was what they were discussing this evening.

Mayor Nabours said that tonight they were just being asked to adopt these as the statistics that they will work from. Ms. Goodrich replied that they were not adopting the assumptions this evening, but rather holding a public hearing on them. The adoption of the assumptions would take place at the February 18, 2014, meeting. Then, once those are adopted, they will run the final fees to be brought back and considered in April. At that point they can talk about the changes in the assumptions. She noted that ultimately the fees being proposed are the maximum; it does not preclude them from adopting other fees up to that amount.

Mayor Nabours opened the public hearing.

Lawrence Powers, Flagstaff, said that while he sees the incredible impact that NAU has on the community, they do not pay city or state sales tax, and he was concerned with the negative impacts.

Mayor Nabours noted that the City cannot charge impact fees for construction on the campus; however they can for off-campus housing.

Brad Garner, Flagstaff, said that he heard a few things: 1) infrastructure improvements are nonlinear expenses; and 2) the last study was done in 2007, which was pre-great recession. He said that there were probably some faulty assumptions made during that time and he cautioned the Council to keep that in mind.

Mayor Nabours closed the public hearing.

Councilmember Barotz asked if the terminology used in the process was statutorily required. Mr. Folke replied that it was. The City is required to produce a Land Use Assumption and Infrastructure Improvement Plan. He said that over

the next 30 days they will be doing some consensus building. He will be reaching out to Northern Arizona Builders Association, the Chamber, etc. to get the information out to solicit input as well.

Mr. Burke stated that if Council had other associations or organizations at which they would like staff to present, to let them know.

Vice Mayor Evans suggested they also present to other organizations to help explain why they have impact fees and how they would pay for things if they were not in place.

Councilmember Oravits suggested that they also present some examples.

Ms. Goodrich cautioned about too much being discussed in the way of fees specifically. That type of analysis and discussion would happen after the assumptions are adopted. If they went out today with that information it would be premature. The consensus building at this point would be for the assumptions. The public hearing on fees specifically is scheduled for April 1, and then they could do consensus building on that aspect.

Councilmember Oravits said that he was okay with that. He said that perhaps they could present with what the fees are at this time.

Mr. Folke noted that the next step would be the adoption of the Land Use Assumptions at the February 18, 2014, Council meeting.

15. **REGULAR AGENDA**

A. **Consideration of items related to formation of the "FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT":**

1) Presentation of the Certificate of Receipt of Petitions; and
2) Consideration and Authorization for the City Manager to execute a certain document: "*Petitions for adoption of a resolution declaring the intention to form the Flagstaff Downtown Business Improvement and Revitalization District;"* and
3) Consideration and Adoption of Resolution No. 2014-03: A resolution of the City Council of the City of Flagstaff, Arizona, declaring its intention to form the *"Flagstaff Downtown Business Improvement and Revitalization District,"* a Special Taxing District, and providing for a Public Hearing prior to formation of the District to consider any objections of property owners.

Community Design and Redevelopment Manager Karl Eberhard gave a PowerPoint presentation which gave a brief history of the issue and addressed:

- INTRODUCTION
- A PROPOSAL
- WHO?
- WHAT?

Proposal: Form a District
- WHY?
- HOW AND WHEN?

Councilmember Barotz asked why staff was recommending that the City sign a petition when the County did not; they only submitted a letter. Mr. Eberhard said that the issue with the County was a matter of timing—getting it before the Board of Supervisors. He said that staff felt a lot of strength in the Board Chairman's letter as well as the County Manager's support. He noted that the minimum requirement has been met without the City's signature, but staff thought it might be something they would like to do as a statement of support.

Mayor Nabours said that if they authorize the City Manager to sign the petition, then the City's parcels become part of the district and can be assessed. Mr. Eberhard said that because they are a government agency they would never be assessed, as they do not pay property taxes. On February 4, 2014, a Memorandum of Understanding will be brought before Council for consideration that would include some voluntary, in-kind contributions.

Mr. Burke said that another part of having the City sign the petition is to show some leadership from the City toward the project.

Mr. Eberhard clarified that although the City would not be assessed, they would still have a vote as property owners.

Councilmember Overton said that he could also see the City signing the petition as counterproductive in that some property owners may see it as a way for the City controlling it. He said that there may be some value in staying neutral.

Mayor Nabours asked if there was any intention for the District to take over jurisdiction of Heritage Square. Mr. Eberhard said that it would all remain the responsibility of the City; however, he would not be surprised if the District chose to contract back to the City and ask for the City to do extras for a fee. That was clearly not on the table today and there was no proposal to get there. He said that there may be a mutually beneficial circumstance where management of Heritage Square would be handled by them, but that is something to be considered further down the road.

Mayor Nabours said that they have been asking the downtown group to form a district and he was glad to see this happening.

John VanLandingham, owner of Old Towne Shops, thanked the Council for their time and consideration of this matter. He said that he was speaking on behalf of himself as well as others. He said that the downtown is unique and is a very dense collection of independent businesses. It is also the historical, cultural and economic core of the community and they feel it is worth investing in. He said that those of them making a living downtown are passionate about it and want to see the best for it. They also understand there is room for improvement, whether with parking, marketing, trash collection, events, City services coordination, etc.

Currently there has been no framework to manage the details of this vibrant, thriving district. He suggested that they think about the other large property owners in town such as W. L. Gore or APS, running without any form of management. He said that this district would benefit the local business owners, the visitors, the community, and the locals.

He said that throughout the process the size, scope, boundary and cost have all evolved to garner the support well beyond the required 51%. While he respects and appreciates staff's work, he disagreed with the 53% percentage noted of property owners and the way the numbers were figured. He said that there is a 67% approval of the property owners of the assessed value, regardless of how they figure the other numbers, and they believe the formation of the District is a critical step.

He said that they took a critical step twenty years ago with the SID; now they are ready to tax themselves and they ask for the Council's vote to support the formation.

Councilmember Barotz asked Mr. VanLandingham to speak to the 40%. Mr. VanLandingham said that there are a number of them they have not heard from. Their hand count of the 40% that are actually opposed is five.

Mayor Nabours asked if they wanted the City to sign the petition or butt out of the process. Mr. VanLandingham said that was entirely up to the Council. They have met the legal threshold; they would hope that as a property owner they would have a vision for those 11 parcels, and he would like to see them sign.

Councilmember Brewster asked how long they had been working on this process. Mr. VanLandingham replied that it was at least seven or eight years.

Vice Mayor Evans said that she was very excited about it and she appreciated Mr. Eberhard's working with the group, and appreciated the business owners that were here and those that have been here. She said that the last time something like this happened the sales tax went up400%.

Erik Gerharter, owner of Pita Pit, said that he has been operating at 23 E. Aspen since their inception in 2003. He wanted to convey that from a tenant standpoint, not owning commercial real estate downtown, he supported the district and was confident that with what has been done, the financial liability that will be due will be accrued.

Vice Mayor Evans moved to authorize the City Manager to execute a certain document [titled "*Petitions for adoption of a resolution declaring the intention to form the Flagstaff Downtown Business Improvement and Revitalization District"]; seconded.*

Mayor Nabours said that it was significant that the City was not trying to control or make or break the District. They were not a deciding vote and that was significant. He said that he saw this as the City being a property owner, and it was a great thing to do for their property.

Councilmember Oravits said that he was usually not a fan of taxation, but this was a different example of businesses that want to take control of certain areas. He was glad to hear the tenant's comment as well.

Motion passed unanimously.

Councilmember Brewster moved to read Resolution No. 2014-03 by title only; seconded; passed unanimously.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING ITS INTENTION TO FORM THE "FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT", A SPECIAL TAXING DISTRICT; AND PROVIDING FOR A PUBLIC HEARING PRIOR TO FORMATION OF THE DISTRICT TO CONSIDER ANY OBJECTIONS OF PROPERTY OWNERS

Vice Mayor Evans moved to adopt Resolution No. 2014-03; seconded; passed unanimously.

A break was taken from 7:35 p.m. to 7:49 p.m.

B. **Consideration and Possible Adoption of Ordinance No. 2014-02:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona, authorizing the exchange of certain properties: a 1.4 acre parcel owned by the City of Flagstaff (Coconino County Assessor's Parcel Number [APN] 107-13-012) and a 4.3 acre portion of a parcel owned by W.L. Gore and Associates (APN 107-16-007P).

Business Retentation and Expansion Manager John Saltonstall briefly reviewed the project and introduced Eve Ross of W.L. Gore and their outside counsel, Michael Mongini.

He said that the City owns 1.4 acres on Industrial which provides future access to the Guidance Center. W.L. Gore owns 4.3 acres which they would like to exchange to the City, which would allow the completion of the FUTS in that area. He said that there is a disparity in the value, and that would be considered a donation to the City.

Ms. Ross with W.L. Gore said that this is motivated by their desire to deal with the long-standing ingress/egress issues for the properties on Fourth Street. From their point of view it makes sense and they are glad that it helps the FUTS system.

Vice Mayor Evans moved to read Ordinance No. 2014-02 for the first time by title only; seconded; passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE EXCHANGE OF REAL PROPERTIES BETWEEN THE CITY OF FLAGSTAFF AND W.L. GORE & ASSOCIATES, INC. IN EAST FLAGSTAFF NEAR FOURTH STREET AND INDUSTRIAL DRIVE AND

HUNTINGTON DRIVE AND PROVIDING FOR AUTHORITY FOR EXECUTION OF NECESSARY DOCUMENTS BY THE CITY MANAGER AND CLERICAL CORRECTIONS BY THE CITY CLERK

Mayor Nabours explained that ordinances require two readings, so the second read and adoption would be placed on the agenda for two weeks.

C. **Consideration and Possible Approval of Agreement:** With Flagstaff Shelter Services for Homeless-Shelter Services in an amount of $102,000.

City Manager Kevin Burke gave a brief history of this issue, noting that it was indirectly tied to the previous item. He said that in 2009, Flagstaff Shelter Services responded to a request for proposals to lease city-owned property for the purpose of developing and operating a homeless shelter. City Council declared the agency the highest responsive, responsible proposer via Resolution 2009-15 on April 7, 2009, and agreed to enter into a long-term ground lease within three years contingent upon Flagstaff Shelter Services receiving sufficient funding for the development and initial operations for the homeless shelter and receiving approval for the development from the City of Flagstaff Development Review Board. Ultimately, the agency decided to purchase an existing building in another location to use as the shelter and no longer pursue development.

The City negotiated a property exchange involving the property previously identified for the development of a homeless shelter with W.L. Gore to obtain property that will be used as a continuation of the Flagstaff Urban Trails System (FUTS) and as a result, $102,000 is available from the FUTS fund as compensation for the property obtained from Gore.

The City is willing to enter into an agreement with Flagstaff Shelter Services to provide homeless-shelter services. In exchange for those services the City will use the funds made available from the FUTS in an amount not to exceed the appraised value of the City property formerly identified for Flagstaff Shelter Services to develop upon.

Mr. Burke said that he wanted to emphasize that this exchange has been worked on for several years and is in no way related to the previous issue that came before Council back in October of last year.

Councilmember Barotz suggested that they include in the agreement that the $102,000 would be used toward payment of the debt, even though it was verbally agreed to by all the parties.

Mayor Nabours asked Ms. Payne of Flagstaff Shelter Services if they were agreeable if the Council was to approve the agreement. Ms. Payne said that it has been her understanding for the past three years that it would be used toward repayment of the note, so they were totally agreeable.

Mayor Nabours asked if they were also agreeable to continue working with United Way. Ms. Payne replied that they were, and that they have been meeting with them since the last meeting. She said that they were appreciative of the

work of Mr. Burke and the Council as it has taken a lot of time, and they were grateful for their support.

Ms. D'Andrea read the three conditions that had been added to Section 1 of the Scope of Services:

1) Continue consultation with the United Way regarding financial and operational matters; and
2) Use the funds provided by the City to make a lump-sum payment on the Agency's debt that is secured by the property described in Exhibit A of the Deed of Trust; and
3) Refinance the Agency's current debt that is secured by the property described in Exhibit A of the Deed of Trust under more favorable terms as determined by the City Manager in consultation with the Agency.

After further discussion, Council directed staff to include:

1) Condition #1: Allow for some flexibility for another agency in the first condition, should it be different in the future, other than United Way.
2) Condition #3: Allow wording to show the Agency made best efforts to refinance; and
3) Council also discussed adding another condition to establish an ex-officio member to the agency's board who shall be City Manager's designee.

After further discussion, **Mayor Nabours moved to approve the agreement with the Flagstaff Shelter Services with the following conditions to be included in Section 1 of the agreement:**

1) Continue consultation with the United Way, or similar agency, regarding financial and operational matters; and
2) Use the funds provided by the City to make a lump-sum payment on the Agency's debt that is secured by the property described in Exhibit A of the Deed of Trust; and
3) Make best efforts to refinance the Agency's current debt that is secured by the property described in Exhibit A of the Deed of Trust under more favorable terms as determined by the City Manager in consultation with the Agency.
4) Establish an ex-officio member to the Agency's board who shall be City Manager's designee.

Seconded; passed unanimously.

Mayor Nabours moved to authorize the City Manager and Housing Section Staff to execute the documents that may be necessary from time to time under the Agreement; seconded; passed unanimously.

D. **Consideration and Possible Adoption of Ordinance No. 2014-03**: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona, approving and authorizing the sale and issuance of City of Flagstaff, Arizona General Obligation Bonds, Series 2014A and General Obligation Refunding Bonds, Series 2014B, in the total aggregate principal amount of not to exceed

$34,300,000 and all matters related thereto; prescribing certain terms and conditions of such bonds including the delegation to the Management Services Director of the City to designate the final principal amount, maturities, interest rates and yields and other matters with respect to such bonds as well as certain matters with respect to certain bonds being refunded with the proceeds of the sale thereof; awarding a contract for the purchase of such bonds and ratifying the distribution of a Preliminary Official Statement and approving a final Official Statement.

Management Services Director Barbara Goodrich reviewed this request for authorization to issue bonds. She said that on November 5, 1996, the City of Flagstaff voters approved $8.2 million in General Obligation bonding authority to address various recreation projects throughout the City. Of this, $7.1 million has been issued. This current ordinance contemplates the issuance of the remaining $1.1 million in bonding authority to provide improvements to Bushmaster Park.

Additionally, on May 18, 2004, the City of Flagstaff voters approved 10 projects. Nine of these projects were approved to be issued as General Obligation (GO) debt payable through secondary property tax and the tenth was the USGS Campus enhancements to be paid through lease proceeds generated on that site. It is important to note that even though debt is authorized and issued as General Obligation debt, the repayment source is not always secondary property tax. For the water/wastewater projects noted below, the Utility fund pays the debt payment.

The status of the nine GO projects approved in 2004 is as follows:

$23.1 million for upgrades to our reclaimed system plant (Wildcat) - complete
$8.5 million for water wells - complete
$15 million for water rights (Red Gap) - complete
$16.8 million for Fire Fighting Facilities - complete
$7.6 million for Open Space and FUTS; $5.4 million issued to date, $2.2 million proposed;
$5.5 million for Observatory Mesa - $5.5 million proposed
$6.1 million Multi Generational Rec Center - complete
$8.6 million Aquatic Center - complete
$2.8 million Lake Mary Regional Park - not under current consideration

She said that this ordinance contemplates the issuance of $2.2 million in the remaining Open Space/FUTS authority to be used both for the Observatory Mesa purchase and to continue the expansion of our City's FUTS trail system. The full $2.2 million in FUTS/Open Space bonds may not be issued dependent on the work program for the FUTS trail construction over the next two years. As authorized in this ordinance, she would finalize the decision before the final bond sale. In addition the $5.5 million dedicated to the Observatory Mesa purchase is also proposed for issuance.

In 2012, the City voters approved $24 million in General Obligation bonds to be issued--$14 million for a Core Services Facility and $10 million for the Forest Health project. The City has issued the initial $2 million to advance the Forest

Health project and this funding is believed to be adequate for the next two years. This ordinance contemplates the issuance of $14 million for the Core Services Facility. The entire amount is proposed at this time as the City is currently considering the responses on the site proposal RFP for this facility. The final amount that will be issued will be dependent on future decisions regarding the acceptance or rejection of the proposal responses. Again, as authorized in this ordinance, she would finalize the amount to be issued before the final bond sale.

The $11.5 million in Refunding contemplates redeeming the principal amounts scheduled for July 1, 2017, 2018, 2019, 2020, and 2021 from the Series 2006 General Obligation bonds. There is no redemption premium what will need to be paid on these maturities. The redemption funds will be held in trust for these maturities to be paid to the current bond holders on July 1, 2016 as a redemption is not allowed before this date.

The proposed ordinance includes the maximums contemplated to be issued to provide the greatest flexibility in both amount and timing. The City successfully used this strategy in the bonds sold in 2012 allowing them to go into the market with the most favorable factors in play including market saturation, rates, and ratings.

Mayor Nabours moved to read Ordinance No. 2014-03 by title only for the first time; seconded; passed unanimously.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2014A AND GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $34,300,000 AND ALL MATTERS RELATED THERETO; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS INCLUDING THE DELEGATION TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DESIGNATE THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND YIELDS AND OTHER MATTERS WITH RESPECT TO SUCH BONDS AS WELL AS CERTAIN MATTERS WITH RESPECT TO CERTAIN BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE THEREOF; AWARDING A CONTRACT FOR THE PURCHASE OF SUCH BONDS AND RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING A FINAL OFFICIAL STATEMENT

E. **Consideration and Possible Adoption of Ordinance No. 2014-01:** Authorizing the sale of property located at 400 South Malpais Lane including the following parcels: Assessor's Parcel Numbers 103-06-003B, 103-06-017A, 103-06-018A and 103-06-019. (Fire Station No. 7)

Assistant to City Manager for Real Estate David McIntire briefly reviewed this item, noting that it contained four parcels being sold together, including the fire station. He said that the City issued an Invitation to Bid and the only offer was

from Leadership Circle LLC. He said that the proceeds would retire the debt on the capital debt for new fire stations. He noted that much of the property is encumbered by a drainage which will be used for the Rio de Flag.

Councilmember Woodson asked what the property was currently zoned. Mr. McIntire replied that it was Highway Commercial. Councilmember Woodson said that he would like to explore why they did not retain the property. Mr. McIntire said that part of what makes it valuable is the possibility of having signage on Milton. Councilmember Woodson said that if they had fixed their Sign Code, they could have retained the property. Councilmember Overton noted that with this sale the City will also receive property tax.

Vice Mayor Evans asked if staff knew anything about the proposed use of this property. Mr. McIntire said that in the Invitation to Bid the price is the highest response. Staff does not have a formal proposal for its use, but he does know that they need parking in general and they have discussed the possibility of providing a community center.

Vice Mayor Evans said that the staff summary states that there was community involvement in the process, but she knows that the Neighborhood Association was not involved. She would like to receive a memo that outlines what the conversations were and when they took place. When she spoke with residents, they stated they had not had any conversation.

Mr. McIntire noted, as a point of reference, that he had discussions a few times with Jesse Dominguez, but he would provide a memo that outlines his discussions.

Councilmember Barotz noted that the documents showed the property owner was out of Montrose, Colorado, and asked if it was Natural Grocers. Mr. McIntire replied that it was.

Mayor Nabours noted that the minimum bid and value stated by the City was $460,000 and they received a bid of $610,000. Mr. McIntire said that more people participated in the walk-through, but only one bid was presented.

He said that $100,000 of the funds will retire the debt and $500,000 goes into the real estate proceeds fund.

Ms. Goodrich said that the real estate proceeds fund is set up for this exact purpose, to hold land proceeds for Council to determine how to spend. She did clarify that the $100,000 was not for debt retirement, but rather was for the entire capital project that was underfunded; it is going to balance the project.

Councilmember Woodson said that he thought it was a great bid. If the Clay Avenue Wash project goes forward and drainage improvements are underground, the purchaser may be able to develop further. Mr. McIntire said that was true, within their rights and the City's easement.

Councilmember Woodson moved to read Ordinance No. 2014-01 by title only for the first time; seconded; passed 6-1 with Vice Mayor Evans casting the dissenting vote.

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES LOCATED BETWEEN MALPAIS LANE AND MILTON ROAD, AND AT THE CORNER OF MILTON ROAD AND CLAY AVENUE, FLAGSTAFF, ARIZONA, KNOWN AS FIRE STATION #7 AND PROPERTY NEARBY

16. **DISCUSSION ITEMS**

None

17. **POSSIBLE FUTURE AGENDA ITEMS**

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

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

Vice Mayor Evans reported that she and Councilmember Barotz had met with Dr. Haegar and discuss various items. She said that NAU has hired a consultant to find a new President and she thought it would be beneficial for the Council to have input on the search.

Councilmember Oravits noted that last April he had requested travel records for the Sustainability Division and he would like to now request those same records from April 1 through December 31 of 2013.

Councilmember Oravits asked when they were going to discuss the Sign Code. It was noted that it has been included on the Working Calendar and scheduled for February 25.

Mr. Burke said that next week there are two items on the Special Meeting, both regarding the Regional Plan, and one item on the Working Calendar, update from the Flagstaff Cultural Partners. He said that in the past they have usually not started discussions on the Regional Plan until after 7:00 p.m. and wanted to know in which order Council would like to schedule the meeting. It was agreed that the Work Session would be held first and then the Special Meeting.

Vice Mayor Evans clarified that next week the Council would be asked to approve the Regional Plan. Councilmember Oravits asked if that would be their final date to discuss. Mr. Burke said that January 20 was the last day to call the election for May, so this was the last meeting date prior to that deadline.

Councilmember Barotz asked that Council be notified when the hard copy of the Regional Plan was ready.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held January 7, 2014, adjourned at 8:49 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
ss.)
County of Coconino)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the meeting of the Council of the City of Flagstaff held January 7, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 21st day of January, 2014.

_____
CITY CLERK

SPECIAL WORK SESSION (LEGISLATIVE LUNCHEON)
THURSDAY, JANUARY 9, 2014
COUNCIL CONFERENCE ROOM – CITY HALL
211 WEST ASPEN AVENUE
11:00 A.M.

1. **Call to Order**

Mayor Nabours called the meeting to order at 11:15 a.m.

2. **Roll Call**

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

Councilmembers Present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: State Representatives Brenda Barton and Bob Thorpe; State Senator Chester Crandell; City Manager Kevin Burke; City Attorney Michelle D'Andrea.

3. **Welcome / Introductions**

Mayor Nabours welcomed the attendees and introductions were made.

4. **Overview of Arizona League / City Guiding Principles and Council Goals**

5. **Municipal Budgeting / Finance Highlights**

6. **Discussion on City's State Legislative Agenda Priorities**

The following topics were discussed:

PENSION

It was noted that last year the Legislature worked on the elected officials' pension. The concern with legislation to allow cities to opt out of the current retirement programs is that they need the contributions of new members to pay for the retired members.

Mr. Burke said that one thing that would help would be to have representation from the payers (municipalities) on the State Board, particularly the Public Safety Board as they tend to be retired members.

Senator Crandell said that one thing that has been suggested is moving the management of all funds under the Arizona State Retirement System because it is the most solvent of all.

Representative Thorpe said that there have been some success stories reported on in the Midwest where they have seen a doubling of their retirement by controlling their investments. He is a strong believer of giving freedom with cities and counties to experiment.

Mr. Burke noted that it is changing some of the hiring practices of the City as it relates to firefighters.

FORESTS

Mayor Nabours said that it looks like this may be the year that they see some action on the forest initiative. Flagstaff voters approved a $10 million bond to do their share, but there is a considerable amount of state land and they do not do any restoration or thinning of their forest. He said that Representative Barton had a terrific idea of the State providing matching funds to cities that put forward funding to address this issue.

Representative Barton said that it would make the state land more valuable and provide revenues to continue keeping them clean and protect them against those areas where it is contiguous with city limits. It is a safety factor, and it would provide jobs to bring people in and allow them to keep what they glean. It would be a good thing for Arizona and good for the communities.

She said that the State Forester is asking for $6 million in this year's budget to have GPS on every firefighter. She believed that the state should be taking care of its land.

Councilmember Woodson said that in the past the State Land Department tried to pay for their management out of their land proceeds, but perhaps they could pay for the management of their land with it. Senator Crandell noted that the Supreme Court ruled that none of the proceeds could be used for management. He said that the big fight comes from the education community.

He said that they need to get back and open up some of the markets, such as with the 4FRI moving timber. He said that the state needs to be involved with that and it could all be done at the same time.

Representative Thorpe said that he had approached Earl Stuart of the Coconino Forest about allowing private interests to clean up the forests, but there were problems with the liability issue. He is working on legislation that would ask the State Land Department to find a way that would not cost the State any money to allow the private sector to be involved. If they could find a way to do it at the state level, perhaps they could do it at the Federal level as well.

Councilmember Oravits asked if any further talks were taking place regarding the national forests being opened back up. Representative Thorpe said that they were encouraging the Sheriff to get involved and open up the arteries. He said that the main law enforcement in the forests is Game and Fish and their director has told them that

Game & Fish will not participate in closing down those artery roads. He said that the sheriffs are getting involved in the jurisdictional enforcement.

Discussion was held on the thinning of state land. Paul Summerfelt with the Flagstaff Fire Department stated that they were struggling with the question of investing City money on state land. He said that there are some issues on how to operate that, but they think they have gotten some breakthrough. He said that in the past the state forests have provided a pass through of federal funds. They are thinking of flipping the table with the City being the grantor and State Forestry the grantee. He said that the City is not interested in the administrative process; they just want a finished product. He said that concept is working its way through State Forestry.

HURF

Management Services Director Barbara Goodrich provided a handout indicating what potential revenue the City would receive if no sweeps occurred to the HURF fund.

Representative Thorpe said he has already been having talks with other members of the Legislature. He said that he would like to restore the HURF funding. He would also like to see an adjustment to HURF and change it to match the state sales tax, going from a per gallon fee to a percentage of the entire sale. He said that would double the amount of money going into the fund.

Councilmember Woodson said that when the budgets were cut at ADOT they used to have a HURF exchange where a community or county could get a federal grant fund and swap that funding with ADOT. He said that ADOT swept those funds out, too, and it went away about six years ago. Senator Crandell said that he would check with ADOT on that issue.

Councilmember Oravits emphasized how important HURF was to addressing the needs of Flagstaff with the current conditions of their roads. Representative Thorpe said that living in Flagstaff, he wants it to be a destination town and one of the first impressions they have is the roads. He said that there are functions of local government that cannot be put off and roads are one of them.

Mayor Nabours asked Mr. Travis if he had any feel with the House, Senate or Governor. Mr. Travis said that the press release from the Speaker showed great support to restoring the fund. President Biggs has been quiet, but it was on his list of items. The Governor's Office seems to be the most reluctant to commit. She is looking at other issues to balance the budget. He said that they were hoping she puts the tax cuts and spending to the end. It is important to get support from the Governor. He said that they have heard from others that HURF funding was being restored, but outside of the formula.

Senator Crandell noted that the underground storage tank one cent sales tax is now being put into the HURF fund as a holding place. He was not sure what they were planning to do with those funds, so until they get that fixed, there may be a few extra dollars there.

LEAGUE OF ARIZONA CITIES AND TOWNS

Mayor Nabours asked how the League worked with their offices and if they found them to be well informed and well represented. Representative Thorpe said that from his perspective, he thought the best way to work with constituents was one on one. That helps keep him focused on local problems. He said that he has found the County Association to be a little more proactive than the League, but he has no specific reaction to the League.

Senator Crandell said that he worked on a School Board for a long time in the Heber-Overgaard area, which was a smaller district. What he has seen is that the League will protect those who pay the most dues; he was not sure that smaller cities get their fair share.

Representative Thorpe said that the League helps formulate the purpose of what cities and towns feel. Being here today he found unique. He said that they have over 60 cities and towns, and Flagstaff is one of the few that does this and he found it very valuable and the City's concerns are going to resonate with them.

A short break was taken for lunch from 12:10 p.m. to 12:24 p.m.

ENERGY DISTRICTS

Sustainability Manager Nicole Woodman briefed the attendees on proposed Energy Districts. She said that this year would be their fifth attempt to move this type of legislation forward. She said that over the last four years they have learned a lot of lessons. There is a statewide group interested in the legislation and they already have some support in the Legislature.

She said that the legislation has been refined and it is a voluntary measure for property owners and the municipalities, so there is no stress on those that do not want to participate. She said that there has been some great success with similar legislation in Texas and Utah.

Mr. Travis said that they started the efforts when homes were going into foreclosure and everyone was reluctant. Times have improved and they have worked around the foreclosure issue by having it apply to only the commercial side. It is a tool; no one has to do anything if they do not want to.

Discussion was held on the reluctance of some banks. Mr. Travis said that Wells Fargo makes these types of loans in Utah and Texas, but have been opposed to the bill in Arizona because they are making the decision at a local level. They have asked that they take a look at how it is working in the other states and they are now starting to do that.

It was noted that with it being a voluntary program they may only have one property owner in the district buy in to it, so it would only affect that one business. Mayor Nabours said that it would be good if they could at least get the banks to be neutral. Ms. Woodman said that they were working with the Arizona Banking Association.

Representative Barton said that she had this bill last year, and the prior concerns were with the loan priorities.

ELECTIONS

Mayor Nabours asked if there was anything happening in the Legislature with regard to elections, realizing there was something happening in the courts.

Discussion was held by the legislators that they had not heard of anything happening in the Legislature this year. They supported the changes to the requirements that elections be held in the fall of even numbered years to increase voter turnout, reduce costs, etc.

Mayor Nabours noted that most communities would like to have the option of deciding when it was in their best interest to have their elections. Their concern was with getting lost in the shuffle and losing votes due to voter fatigue with city issues at the end of the ballot.

Representative Barton said that there has been some discussion about redesigning the ballot and having city/town issues at the beginning of the ballot which would combat some of that concern.

Councilmember Overton said that it was difficult for them in communicating to the voters about the clunkiness involved with the primary elections being partisan and local candidates/issues being nonpartisan.

Brief discussion was held on how some municipalities or school boards will hold their elections at certain times of the year to manipulate the outcome to their advantage.

TRANSACTION PRIVILEGE TAX

Discussion was held on the changes to the transaction privilege tax. Representative Thorpe said that they addressed some issues last year and he believed they planned on taking on the contractor piece during this upcoming session.

Senator Crandell said that he believed they were looking at changing the levels for state income tax from five levels down to three and that may be a diversion.

Mr. Burke noted that Flagstaff had a unique situation with NAU building improvements. He said that they get the debate from citizens from time to time about the impacts of NAU on the community. He said that the point of sale affects the City differently than a lot of other communities.

CONTROL OF GRAFFITI

Code Compliance Manager Tom Boughner said that they would like to have legislation that would allow the victims of graffiti to receive some compensation for damage to their property. Oftentimes the perpetrators will be charged with a fine when they are charged and found guilty, but those funds go to the court rather than the victim.

Representative Barton suggested that it be addressed through a local ordinance. Mr. Boughner said that they would like to see it handled through a statewide effort. Senator Crandell noted that League representatives had discussed the same issue with him this week.

BUILDING CODE TECHNICAL AMENDMENT

Building Official Mike Scheu thanked Representatives Barton and Thorpe for helping them get through Phase I of legislative changes last year. He said that they would now like to move to the commercial side and allow for small tenant spaces, where they may need to put in a few walls that would be nonbearing, be able to do so without the requirement of a registered architect.

Councilmember Oravits said that he is in real estate and has seen that requirement become cost-prohibitive. It is a big hurdle for businesses. Mayor Nabours added that it is also an issue of time limitations. He said that they would not be eliminating the City review, just the requirement for a registered engineer/architect.

Senator Crandell said that he agreed with lessening that requirement. Mr. Scheu noted that this time he was meeting with the head of the Board of Technical Registration and AIA to see if they can work out a compromise.

7. **Adjournment**

Mayor Nabours thanked the legislators for attending today. The Legislative Luncheon of January 9, 2014, adjourned at 1:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, JANUARY 14, 2014, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 4:02 p.m.

2. Roll Call

Present: Absent:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Others present: City Manager Kevin Burke; City Attorney Michelle D'Andrea; Deputy City Manager Josh Copley; Deputy City Manager Jerene Watson, Deputy City Clerk Stacy Saltzburg; Deputy City Attorney Sterling Solomon; City Prosecutor Marianne Sullivan; Police Chief Kevin Treadway.

3. Recess into Executive Session

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 4:02 p.m.

4. **EXECUTIVE SESSION:**

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(3) and (4), respectively.

i. Police Department Policy on Victims / Witnesses

City Attorney Michelle D'Andrea; Deputy City Manager Josh Copley; Deputy City Manager Jerene Watson, Deputy City Clerk Stacy Saltzburg; Deputy City Attorney Sterling Solomon; City Prosecutor Marianne Sullivan; Police Chief Kevin Treadway left the room at 4:49 p.m.

Human Resources Director Shannon Anderson joined the meeting at 4:50 p.m.

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. City Manager Annual Review

5. <u>ADJOURNMENT</u>

The Flagstaff City Council reconvened into Open Session at 6:00 p.m. at which time the Special Meeting of January 14, 2014, adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration of Appointments: Tourism Commission.

RECOMMENDED ACTION:

Make three (3) Hospitality appointments to terms expiring January 2017.
Make one (1) At-Large appointment to term expiring January 2016.

Policy Decision or Reason for Action:

By making the above appointments, the Tourism Commission will be at full membership and will be able to continue meeting on a regular basis. There are eight applications on file, they are as follows:

Ashley Kurtz
Benjamin Murphy
Jenny Pagel
Minesh Patel (currently serving 1st term)
Aaron Riley
Kevin Schindler
Christopher Shields
Judy Weiss

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint four Commissioners: By appointing members at this time, the Tourism Commission 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.

Background/History:

The Tourism Commission consists of nine citizens serving three-year terms; five of these citizens shall be from the hospitality industry. There is currently three hospitality seats and one at-large seat available.

The mission of the Tourism Commission is to develop, promote, and maintain Flagstaff as a year-round visitor destination with professional visitor services that will benefit the community economically, environmentally, and socially.

Key Considerations:

It is important to fill the vacancies so as to allow the Commission to continue meeting on a regular basis.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

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

Community Involvement:

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

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Barotz and Vice Mayor Evans.

Attachments:

Tourism Roster
Tourism Authority
Tourism Applicant Roster
Tourism Applicant Matrix
Tourism Applications

City of Flagstaff, AZ

TOURISM COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Dullbson, Dino HOSPITALITY General Manager/Owner/Econo Lodge 2480 E. Lucky Lane Flagstaff, AZ 86004 Cell Phone: 928-380-3450 Term: (1st 2/10 - 1/13; 2nd 1/13 - 1/16)	**02/19/2013**	**01/16**	**02/16/2012**
Hasapis, James "Jamey" AT-LARGE Owner/President/Muttley Krew Dog Biscuits, LLC 3235 S. Debbie St. Flagstaff, AZ 86001 Cell Phone: 928-310-8974 Term: (1st 11/07-1/09; 2nd 1/09 - 1/12; 3rd 1/12 - 1/15)	**01/03/2012**	**01/15**	**03/18/2010**
Hockman, Jean AT-LARGE Retired 1970 Fox Hill Road Flagstaff, AZ 86004 Home Phone: 526-5813 Term: (1st 1/11-1/12; 2nd 1/12-1/15)	**09/21/2010**	**01/15**	**No**
Pappas, Lori AT-LARGE Market Segment Manager/Suddenlink 902 N. Fox Hill Flagstaff, AZ 86004 Work Phone: 928-266-0693 Term: (1st 11/07 - 1/10; 2nd 1/10 - 1/13; 3rd 1/13-1/16)	**02/19/2013**	**01/16**	**04/24/2008**

Patel, Minesh	**11/06/2012**	**01/14**	**03/12/2013**
HOSPITALITY Owner/JTT R&B LLC 2331 S. Rocking Horse Lane Flagstaff, AZ 86001 Cell Phone: 928-300-7115 Term: (1st 11/12 - 1/14)			
Price, Mark	**01/03/2012**	**01/15**	**10/20/2011**
Hospitality General Manager/Sonesta ES Suites - Flagstaff 3883 N. Steves Blvd. Flagstaff, AZ 86004 Cell Phone: 928-221-4283 Term: (1st 1/09-1/12; 2nd 1/12-1/15)			
Schepper, Brent	**02/01/2011**	**01/14**	**No**
HOSPITALITY Co-Owner/Fratelli Pizza 1020 N. Pine Cliff Drive Flagstaff, AZ 86001 Cell Phone: 699-6438 Term: (1st 9/10 - 1/11; 2nd 1/11 - 1/14)			
Theiss, Jeff	**02/01/2011**	**01/14**	**02/16/2012**
HOSPITALITY General Manager/Drury Inn & Suites 302 W. Beryl Rd. Flagstaff, AZ 86001 Work Phone: 928-773-4900 Term: (1st 2/11 - 1/14)			
Z-VACANT,		**01/16**	**No**

Staff Representative: Heidi Hansen

As Of: January 10, 2014

CHAPTER 2-13
TOURISM COMMISSION

SECTIONS:

2-13-001-0001 CREATION OF COMMISSION:
2-13-001-0002 COMPOSITION AND TERM OF OFFICE:
2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-13-001-0004 ORGANIZATION:
2-13-001-0005 MEETINGS:
2-13-001-0006 DUTIES:

SECTION 2-13-001-0001 CREATION OF COMMISSION:

There is hereby established a City Tourism Commission. There shall be nine (9) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the portion of the Bed, Board and Booze Tax as designated by Ordinance No. 1532.

(Ord. No. 1579, Enacted, 08/02/88)
(Ord. 2001-27, Amended, 11/20/2001)

SECTION 2-13-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of:

A. A Councilmember designated by the City Council to serve, as a non-voting ex-officio member, during the Councilmember's term of office. (Ord. 1674, 9-18-90)

B. Five (5) members to be appointed by the City Council. Each member shall be from the hospitality industry and serve for three (3) years, on a staggered term basis.

C. Four (4) additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis. (Ord. 1674, 9-18-90)

D. The City Manager or the Manager's designee shall be an ex-officio member of the Commission. The member shall have no voting privileges.

   The City Manager shall be responsible for staff support of the Tourism Commission.

   The Council shall fill vacancies for the unexpired term of any of the members of the Commission.

   A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the

regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. Said requirement shall not apply to the Councilmember representative.

(Ord. No. 1579, Enacted, 08/02/88); (Ord. No. 1674, Amended, 09/18/90); (Ord. 2001-27, Amended, 11/20/2001); (Ord. No. 2006-09, Amended 04/10/2006)

SECTION 2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation.

(Ord. No. 1579, Enacted, 08/02/88)

SECTION 2-13-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1579, Enacted, 08/02/88)

SECTION 2-13-001-0005 MEETINGS:

A. The Commission shall hold at least one regular meeting per month, which shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

A quorum consisting of a minimum of five (5) voting members, shall be required to conduct business.

B. The Chairperson of the Commission shall meet with the Chairperson of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.

C. If a member is absent for three (3) meetings within a twelve month period, excused or unexcused, that member may be replaced by the City Council.

(Ord. No. 1579, Enacted, 08/02/88)
(Ord. 2001-27, Amended, 11/20/2001)

SECTION 2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

A. Prepare a Five (5) Year Master Plan. The Five Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1 of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1 of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax, as outlined in Ordinance No. 1532, Section 4 A. 3.b.(1)-(7).

D. Perform any additional duties as determined by the City Council, related to tourism activities. (Ord. 1579, 8-2-88)

(Ord. No. 1579, Enacted, 08/02/88)

City of Flagstaff, AZ

TOURISM COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Kurtz, Ashley			**No**
Tourism and Facility Sales Coordinator/Museum of Northern Arizona 1385 W. University Ave. #4-231 Flagstaff, AZ 86001 Cell Phone: 623-330-7714			
Murphy, Benjamin			**No**
Owner/All-Star Grand Canyon Tours 3834 N. Paradise Rd. Flagstaff, AZ 86004 Cell Phone: 928-864-9554			
Pagel, Jenny			**No**
Client Trainer/Consultant/CivicPlus 1531 W. Stone Ridge Dr Flagstaff, AZ 86001 Cell Phone: 785-305-0614			
Patel, Minesh	**11/06/2012**	**01/14**	**03/12/2013**
HOSPITALITY Owner/JTT R&B LLC 2331 S. Rocking Horse Lane Flagstaff, AZ 86001 Cell Phone: 928-300-7115 Term: (1st 11/12 - 1/14)			
Riley, Aaron			**No**
Branch Manager/Enterprise Holdings 5404 E. Cortland Blvd #249 Flagstaff, AZ 86004 Cell Phone: 928-380-5224			

Schindler, Kevin **No**

Outreach Manager/Lowell Observatory
1400 W. Mars Hill Rd.
Flagstaff, AZ 86001
Cell Phone: 928-607-1387

Shields, Christopher **No**

Director of Sales and Marketing/High Country Conference Center
2697 N. Sandstone Way
Flagstaff, AZ 86004
Cell Phone: 928-203-6765

Weiss, Judy **No**

Parks & Recreation Director/Coconino County
4255 E. Soliere #259
Flagstaff, AZ 86004
Work Phone: 928-679-8004

Staff Representative: Heidi Hansen

As Of: January 17, 2014

Stacy Saltzburg

From: support@civicplus.com
Sent: Monday, January 14, 2013 1:50 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Orange Category

RECEIVED
JAN 14 2013
BY: SS

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	1/14/2013
Board/Commission you wish to serve on:*	Tourism Comission
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Ashley Kurtz	Home Phone:*	623-330-7714
Home Address:*	1385 W University Ave. 4-231	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Museum of Northern Arizona	Job Title:*	Tourism and Facility Sales Coordinator
Business Phone:	928-774-5213	Cell:	623-330-7714
E-mail:*	akurtz@mna.mus.az.us		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am currently involved in tourism through the Museum of Northern Arizona (MNA). As the Tourism and Facility Sales Coordinator, I am responsible for tourism outreach and for booking tours for MNA. As well, I am a member of Meeting Professionals International (MPI). Many of the industries involved are meeting planners, hotels, and venues for meetings, which also draws a large group of people to Flagstaff.
Why do you want to serve on the board or commission you listed?
I am interested in getting involved with the tourism commission, because I believe that there is a large market that Flagstaff is missing. Phoenicians provide a lot of tourism, but there is a large portion of Grand Canyon traffic that we seem to have lost and I would like to discuss and learn about different ways we can bring that business back to Flagstaff. Whether the city chooses to believe it or not our economy thrives on tourism and without a significant increase small businesses and non-profits like MNA will continue to struggle.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 1/14/2013

Board/Commission you wish to serve on:: Tourism Comission

If applicable, type of seat for which you are qualified::

Name:: Ashley Kurtz

Home Phone:: 623-330-7714

Home Address:: 1385 W University Ave. 4-231

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Museum of Northern Arizona

Job Title:: Tourism and Facility Sales Coordinator

Business Phone:: 928-774-5213

Cell:: 623-330-7714

E-mail:: akurtz@mna.mus.az.us

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am currently involved in tourism through the Museum of Northern Arizona (MNA). As the Tourism and Facility Sales Coordinator, I am responsible for tourism outreach and for booking tours for MNA. As well, I am a member of Meeting Professionals International (MPI). Many of the industries involved are meeting planners, hotels, and venues for meetings, which also draws a large group of people to Flagstaff.

Why do you want to serve on the board or commission you listed?: I am interested in getting involved with the tourism commission, because I believe that there is a large market that Flagstaff is missing. Phoenicians provide a lot of tourism, but there is a large portion of Grand Canyon traffic that we seem to have lost and I would like to discuss and learn about different ways we can bring that business back to Flagstaff. Whether the city chooses to believe it or not our economy thrives on tourism and without a significant increase small businesses and non-profits like MNA will continue to struggle.

Additional Information:
Form submitted on: 1/14/2013 1:49:37 PM
Submitted from IP Address: 207.246.31.4
Referrer Page: http://az-flagstaff2.civicplus.com/index.aspx?NID=994
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11/2/12 BK

BOARD/COMMISSION YOU WISH TO SERVE ON: Flagstaff Tourism Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Benjamin J. Murphy **HOME PHONE:** 928-864-9554

HOME ADDRESS: 3834 N. Paradise Rd, Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above):

EMPLOYER: All-Star Grand Canyon Tours **JOB TITLE:** Owner

BUS. PHONE: 928-814-8887 **CELL:** 928-864-9554 **E-MAIL** info@allstargrandcanyontours.com

PLEASE INDICATE PREFERRED TELEPHONE: **HOME** **WORK** **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I finished a 4 year US Coast Guard tour in 1997, and since then I have been a resident of Flagstaff; I love this town. I moved here to attend NAU, and immediately got a job as a tour guide. I graduated with honors 5 years later with two degrees, but stayed in tourism because I really enjoy it. I started All-Star Grand Canyon Tours seven years ago, and we are the number one tour company on Tripadvisor. My company has an excellent reputation world wide as well as here in the community. I believe in supporting local businesses and we work closely with hotels, restaurants, and different attractions here in Flagstaff. On a daily basis I sell Flagstaff as a destination to visit Grand Canyon and the surrounding area. I am very familiar with what Flagstaff has to offer to tourists and I want to help promote Flagstaff to better my community.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

See Attached Page

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

B. Murphy

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Why Ben Murphy wants to serve on the Flagstaff Tourism Commission

Flagstaff Arizona is an excellent tourist destination and a perfect springboard location to visit Grand Canyon, Sedona, Lake Powell, Antelope Canyon, and several other destinations of the area; i.e. Museum of Northern Arizona, Lowell Observatory, AZ Snowbowl, Hitchin' Post Stables, Flagstaff Extreme Course, excellent restaurants, hotels and shops. We live in a beautiful crossroad location that has an abundance of outdoor recreation opportunities, and friendly people. Our economy depends on tourism and I am afraid we may lose that business due to misleading advertisements and misinformed tourists. Here are my thoughts:

In the late 1800's Peter Berry created the first Grand Canyon lodging for tourists, the Grandview hotel. At that time Flagstaff was the only destination for travelers desiring to visit the Grand Canyon, and at that time, Flagstaff was known as the "Gateway to Grand Canyon." It was a two day ride by horse-drawn buckboard wagon or stagecoach to reach the Grand Canyon, because of the travel involved a tourists' only option were accommodations in Flagstaff prior to and following their visit.

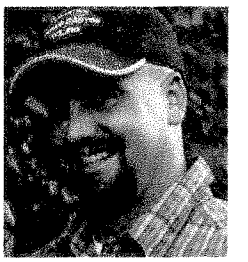
In 1910 the Grand Canyon Railway was completed. Since then, Williams, AZ has stolen the title "Gateway to the Grand Canyon."

In 1963 Tusayan, AZ built their first accommodations; the Red Feather Lodge. Since, several other hotels have been built in the area.

On March 28, 2007 the Skywalk on the West end of the Canyon was opened to the public, since then Arizona has been losing it's identity as the "Grand Canyon State" to Nevada. On a daily basis I speak with tourists about the Grand Canyon, and unfortunately, a large percentage of them believe Grand Canyon National Park is next to Las Vegas. Following an educational conversation, I typically convince consumers to stay in Flagstaff, or fly back and fourth between Las Vegas and Tusayan.

Gruppo Stilo, an Italian resort developer, wants to construct an immense, 3-million-square-foot high-end commercial mall, luxury resort, spa, hotel, dude ranch, condo, and housing project in Tusayan; another potential risk for Flagstaff to lose more business.

Sedona, AZ has over 4 million visitors each year and Grand Canyon gets nearly 5 million visitors. It is my goal in serving the Flagstaff Tourism Commission to have the majority of those visitors stay, play, and spend their money, right here in Flagstaff. Let's reclaim Flagstaff's rightful title as "The Original Gateway to the Grand Canyon."



Benjamin J Murphy

3834 North Paradise Road
Flagstaff, AZ 86004
T 928-814-8887
F 928-226-0444
M 928-864-9554
info@allstargrandcanyontours.com
www.allstargrandcanyontours.com

Profile

Accomplished and creative Professional Guide and business owner. Known for delivering quality tours through vast knowledge of the Southwest and Four Corners Region. Brings 15 years of solid experience and select strengths that enhance any guest experience while touring. Equally effective at relationship building, producing repeat clientele while providing unsurpassed customer service.

Experience

Owner/Lead Guide, All-Star Grand Canyon Tours Inc. Flagstaff, AZ - '05-present

- Itinerary development, sales and estimating for all luxury, private tour adventures.
- Execution and management of tours.
- Employee/Guide training.

Lead Guide, Angel's Gate Tours, Flagstaff, AZ - 2005 - 2006

- Lead day hikes and South Rim Tours of Grand Canyon
- Provide interpretation, education, group safety and group management while hiking large distances within and above the Canyon.
- Also provide picnic style lunch service and trail food service.
- Shuttle service to and from the Canyon in large SUV's and 15 passenger vans.

Snowboard Instructor/Seasonal Employee, Arizona Snowbowl, Flagstaff, AZ - '05-present

- Certified AASI Level 1 Snowboard Instructor.
- General Duties: Instruct both Adults and Children in the art of Snowboarding. Also built relationships to produce a repeat list of clientele for years to come.

Lead Guide, Grand Classroom, Charlottesville, VA - 2004 - 2009

- Provide educational based multi-day tours for private schools of the Southwest and Four Corners Region including Geology, Ecology, Biology, History, Anthropology and Art.
- Groups range from seven to 50 guests ranging in age from eleven to eighteen years.
- Tours originated in Las Vegas or Phoenix and targeted Sedona, Flagstaff, Grand Canyon, Lake Powell, Antelope Canyon, Marble Canyon, Zion, Bryce, Kodachrome Basin, Hoover Dam, Glen Canyon Dam and sections of the Colorado River.

Lead Hiking Guide, Touch the Southwest, Flagstaff, AZ - 1999 - 2005

- Responsible for management of luxury base camps and gourmet meals in scenic outdoor locations in the Southwest and Four Corners Region.
- Provide day hikes for high-end clientele.
- Responsible for guest orientation, gear sizing, safe guest transportation, guest and crew safety management, set up and breakdown of camp and gear maintenance.
- Tours focus on Sedona, Grand Canyon, Sunset Crater, Wupatki, Vermillion Cliffs, Monument Valley and Canyon de Chelly.

3834 North Paradise Road
Flagstaff, AZ 86004
T 928-814-8887
F 928-226-0444
M 928-864-9554
info@allstargrandcanyontours.com
www.allstargrandcanyontours.com

Lead Guide, Four Season Outfitters, Flagstaff, AZ - 2002 - 2006

- Lead day hikes and multi-day backpacking trips of Grand Canyon.
- Responsible for guest orientation, gear sizing, safe guest transportation, guest and crew safety management, set up and breakdown of camp, gear maintenance and meals.
- Tours focus on overnight trips in Havasupai and on the corridor trails of Grand Canyon.

Lead Guide, Sky Island Treks, Tuscon, AZ - 1999 - 2004

- Initiated employment as a grunt, hauling weight and setting up campsites in various outdoor locations in the Southwest and Four Corners Region but was quickly promoted to Lead Guide in the corridor sections of Grand Canyon.
- Responsible for guest orientation, gear sizing, safe guest transportation, guest and crew safety management, set up and breakdown of camp, gear maintenance and meals.

Guide, Hillside Enterprises, Flagstaff, AZ - 1998 - 2004

- Provide tours including interpretation, education, group safety and group management for international guests whom on occasion did not speak English.
- Shuttle service to and from the Canyon in large SUV's and 15 passenger vans.

Art Teacher, Mt. Elden Middle School, Flagstaff, AZ- 2003 - 2004 School Year

- Duties include developing class curriculum and classroom management for 25 - 30 seventh and eighth grade students.

Search and Rescue, United States Coast Guard, East Coast - 1995 - 1998

- Search and Rescue
- Responsible for operating small and large boats/ships and various equipment.
- Law Enforcement Boarding Team Member

Education

- Northern Arizona University, B.A.Ed Art Education and B.F.A. Studio Art/Ceramics, Flagstaff, AZ - Graduated May 2003 Honors Student

Skills

Grand Canyon Trail Experience: Hermit Trail, Havasupai to the Colorado, North and South Kaibab, Bright Angel, Grandview, Tonto trails, Tanner, North and South Bass, New Hance, Thunder River and Deer Creek, Utah Flats/Phantom Creek Route,Clear Creek and Boucher. Accomplished Creative Artist and Athlete. Excellent people and management skills in developing working relationships. AASI Certified Snowboard Instructor. Certified Wilderness First Responder & Adult/Child Certified CPR.

References

Please contact

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, February 05, 2013 6:31 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

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Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	2/5/2013
Board/Commission you wish to serve on:*	Tourism
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Jenny Pagel	Home Phone:*	785-305-0614
Home Address:*	1531 E Stone Ridge Dr	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	CivicPlus	Job Title:*	Client Trainer/Consultant
Business Phone:		Cell:	785-305-0614
E-mail:*	jennympagel@gmail.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I recently moved to Flagstaff because when traveling here for work I truly fell in love with the community. I cycle, have dogs, enjoy the small town feel and appreciate the beauty. When talking to my friends and family I tell them I live in a post card. As a new citizen I feel I can bring a fresh perspective. Also, I was previously very involved in my community of Topeka, KS and want to be engaged locally. My activities included: Junior League, Chamber of Commerce, Young Professional Organization Chairperson and other volunteer activities. In addition I work for CivicPlus, the company that hosts Coconino County and the Flagstaff websites. As a consultant traveling the country I use these websites as examples and tools for communities to engage their citizens and maximize government services. By working with over 2,000 clients across the US and Canada I feel this is great resource to share trends and keep up to date on other tools available.
Why do you want to serve on the board or commission you listed?
I want to be involved in the community as I am investing in my future here as a new home owner and want to promote the attributes to others. I moved here because of the amenities available ranging from the small town feel, outdoor activities, quality of life and pet friendly. The experiences I have working with various community organizations and being involved at different levels in other communities would be a great asset.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 2/5/2013

Board/Commission you wish to serve on:: Tourism

If applicable, type of seat for which you are qualified::

Name:: Jenny Pagel

Home Phone:: 785-305-0614

Home Address:: 1531 E Stone Ridge Dr

Zip:: 86001

Mailing Address (If different from above)::

Employer:: CivicPlus

Job Title:: Client Trainer/Consultant

Business Phone::

Cell:: 785-305-0614

E-mail:: jennympagel@gmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I recently moved to Flagstaff because when traveling here for work I truly fell in love with the community. I cycle, have dogs, enjoy the small town feel and appreciate the beauty. When talking to my friends and family I tell them I live in a post card.

As a new citizen I feel I can bring a fresh perspective. Also, I was previously very involved in my community of Topeka, KS and want to be engaged locally. My activities included: Junior League, Chamber of Commerce, Young Professional Organization Chairperson and other volunteer activities. In addition I work for CivicPlus, the company that hosts Coconino County and the Flagstaff websites. As a consultant traveling the country I use these websites as examples and tools for communities to engage their citizens and maximize government services. By working with over 2,000 clients across the US and Canada I feel this is great resource to share trends and keep up to date on other tools available.

Why do you want to serve on the board or commission you listed?: I want to be involved in the community as I am investing in my future here as a new home owner and want to promote the attributes to others. I moved here because of the amenities available ranging from the small town feel, outdoor activities, quality of life and pet friendly. The experiences I have working with various community organizations and being involved at different levels in other communities would be a great asset.

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, November 21, 2013 6:43 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	11/21/13		
Board/Commission you wish to serve on:*	Tourism Commission		
If applicable, type of seat for which you are qualified:	Commissioner		

Your Information

Name:*	Minesh Patel	Home Phone:*	928-300-7115
Home Address:*	2331 S. Rocking Horse Ln. Flagstaff, AZ	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Self Employed	Job Title:*	Owner/Consultant
Business Phone:		Cell:	928-300-7115
E-mail:*	mineshcpa@yahoo.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
Currently serving as the Board President for Flagstaff Lodging & Restaurant Association. I have been working in the Hospitality Industry for the last 25 years. Actively supporting and improving ways to help attract new customers to the community.
Why do you want to serve on the board or commission you listed?
Provide ever changing knowledge in the Hospitality and Tourism Industry. To help promote, protect, and advocate the common economic interests of all commercial businesses impacted by Tourism in Flagstaff.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 11/21/13

Board/Commission you wish to serve on:: Tourism Commission

If applicable, type of seat for which you are qualified:: Commissioner

Name:: Minesh Patel

Home Phone:: 928-300-7115

Home Address:: 2331 S. Rocking Horse Ln. Flagstaff, AZ

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Self Employed

Job Title:: Owner/Consultant

Business Phone::

Cell:: 928-300-7115

E-mail:: mineshcpa@yahoo.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Currently serving as the Board President for Flagstaff Lodging & Restaurant Association. I have been working in the Hospitality Industry for the last 25 years. Actively supporting and improving ways to help attract new customers to the community.

Why do you want to serve on the board or commission you listed?: Provide ever changing knowledge in the Hospitality and Tourism Industry. To help promote, protect, and advocate the common economic interests of all commercial businesses impacted by Tourism in Flagstaff.

Additional Information:
Form submitted on: 11/21/2013 6:43:09 PM
Submitted from IP Address: 24.121.81.16
Referrer Page: http://www.flagstaff.az.gov/index.aspx?nid=1883
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Saturday, March 16, 2013 12:27 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:*	3/15/2013
Board/Commission you wish to serve on:*	Tourism
If applicable, type of seat for which you are qualified:	Operator of tourism related business

Your Information

Name:*	Aaron Riley	Home Phone:*	928-380-5224
Home Address:*	5404 E Cortland Blvd #249	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Enterprise Holdings	Job Title:*	Branch Manager
Business Phone:	928-779-1975	Cell:	928-380-5224
E-mail:*	aaronius.az@gmail.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I am the Branch Manager for Enterprise Holdings at the Flagstaff Pulliam Airport. I oversee operations for our company's the three rental car brands of Alamo, National, and Enterprise. As the operator of the largest car rental company in Flagstaff and a 17 veteran of the rental car industry, I can offer a wealth of tourism related knowledge to the board.
Why do you want to serve on the board or commission you listed?
I also applied for a spot of the Airport Commission. I am qualified to sit on either board. Why do I want to sit on this board? Simple, growth in the tourism segment benefits everyone. The more money spending tourists we can push into Flagstaff the better our quality of life becomes. It will ultimately lead to more jobs, construction projects, and a larger tax base. I would be a strong advocate for more direct transportation options (plane or train) to Flagstaff.

By submitting this electronic form, I acknowledge that any information provided above is a public record, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 3/15/2013

Board/Commission you wish to serve on:: Tourism

If applicable, type of seat for which you are qualified:: Operator of tourism related business

Name:: Aaron Riley

Home Phone:: 928-380-5224

Home Address:: 5404 E Cortland Blvd #249

Zip:: 86004

Mailing Address (If different from above)::

Employer:: Enterprise Holdings

Job Title:: Branch Manager

Business Phone:: 928-779-1975

Cell:: 928-380-5224

E-mail:: aaronius.az@gmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am the Branch Manager for Enterprise Holdings at the Flagstaff Pulliam Airport. I oversee operations for our company's the three rental car brands of Alamo, National, and Enterprise. As the operator of the largest car rental company in Flagstaff and a 17 veteran of the rental car industry, I can offer a wealth of tourism related knowledge to the board.

Why do you want to serve on the board or commission you listed?: I also applied for a spot of the Airport Commission. I am qualified to sit on either board. Why do I want to sit on this board? Simple, growth in the tourism segment benefits everyone. The more money spending tourists we can push into Flagstaff the better our quality of life becomes. It will ultimately lead to more jobs, construction projects, and a larger tax base. I would be a strong advocate for more direct transportation options (plane or train) to Flagstaff.

Additional Information:
Form submitted on: 3/16/2013 12:27:18 AM
Submitted from IP Address: 81.17.16.170
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, October 28, 2013 2:23 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a Text version.

Board/Commission Application

Important Notice:
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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:*	10/28/13
Board/Commission you wish to serve on:*	Tourism
If applicable, type of seat for which you are qualified:	

Your Information

Name:*	Kevin Schindler	Home Phone:*	(928) 607-1387
Home Address:*	1400 W. Mars Hill Rd.	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Lowell Observatory	Job Title:*	Outreach Manager
Business Phone:	(928) 233-3210	Cell:	(928) 607-1387
E-mail:*	kevin@lowell.edu		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I have worked in the Public Program at Lowell Observatory for nearly 19 years, overseeing the program for the past nine. In this capacity, I have overseen or been pivotal in all of the Observatory's interactions with visitors, from driving guest traffic to Lowell via advertising and marketing efforts, to development and delivery of programming and exhibits, to after-visit evaluations of the programs. A significant part of this work involves understanding visitor needs and accommodating them in a fiscally responsible manner. While carrying out these duties, I have developed strong relationships with fellow attractions and tourism partners, including the FCVB and Flagstaff Visitor Center. On several instances I have worked with FCVB and/or Visitor Center staff to help promote Flagstaff and Lowell; a couple examples include traveling to LA for National Train Day in 2012, helping man booths at tourism shows several years ago, hosting a tour of DCT for the Tourism commissioners in 2013, etc. I have also worked with other attractions in cross-promoting effort, particularly be organizing reciprocal familiarization site visits for staff.
Why do you want to serve on the board or commission you listed?
I am strongly interested in advancing tourism efforts in Flagstaff and, while I have a special interest in the success of Lowell, have always firmly believed that community collaboration, rather than stakeholders acting independently, offers the best chance for success in maximizing Flagstaff's tourism presence. I also believe that we should view Flagstaff as a destination, not a stop along the road to the Grand Canyon. While we of course highly value the spectacular Canyon, it is only one of countless compelling attractions in Northern Arizona, all of which are either located in, or easily accessed from, Flagstaff. I want to serve on the commission so I can help further Flagstaff's role as a tourism destination.

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

The following form was submitted via your website: Board/Commission Application

Date:: 10/28/13

Board/Commission you wish to serve on:: Tourism

If applicable, type of seat for which you are qualified::

Name:: Kevin Schindler

Home Phone:: (928) 607-1387

Home Address:: 1400 W. Mars Hill Rd.

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Lowell Observatory

Job Title:: Outreach Manager

Business Phone:: (928) 233-3210

Cell:: (928) 607-1387

E-mail:: kevin@lowell.edu

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have worked in the Public Program at Lowell Observatory for nearly 19 years, overseeing the program for the past nine. In this capacity, I have overseen or been pivotal in all of the Observatory's interactions with visitors, from driving guest traffic to Lowell via advertising and marketing efforts, to development and delivery of programming and exhibits, to after-visit evaluations of the programs. A significant part of this work involves understanding visitor needs and accommodating them in a fiscally responsible manner.

While carrying out these duties, I have developed strong relationships with fellow attractions and tourism partners, including the FCVB and Flagstaff Visitor Center. On several instances I have worked with FCVB and/or Visitor Center staff to help promote Flagstaff and Lowell; a couple examples include traveling to LA for National Train Day in 2012, helping man booths at tourism shows several years ago, hosting a tour of DCT for the Tourism commissioners in 2013, etc. I have also worked with other attractions in cross-promoting effort, particularly be organizing reciprocal familiarization site visits for staff.

Why do you want to serve on the board or commission you listed?: I am strongly interested in advancing tourism efforts in Flagstaff and, while I have a special interest in the success of Lowell, have always firmly believed that community collaboration, rather than stakeholders acting independently, offers the best chance for success in maximizing Flagstaff's tourism presence. I also believe that we should view Flagstaff as a destination, not a stop along the road to the Grand Canyon. While we of course highly value the spectacular Canyon, it is only one of countless compelling attractions in Northern Arizona, all of which are either located

in, or easily accessed from, Flagstaff.

I want to serve on the commission so I can help further Flagstaff's role as a tourism destination.

Additional Information:
Form submitted on: 10/28/2013 2:22:43 PM
Submitted from IP Address: 207.192.243.66
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

IMPORTANT NOTICE: *The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.*

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 01/17/2014

BOARD/COMMISSION YOU WISH TO SERVE ON: Tourism Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: _____

YOUR NAME: Christopher J. Shields **HOME PHONE:** 928-203-6765

HOME ADDRESS: 2697 N. Sandstone Way, Flagstaff, AZ **ZIP:** 86004

MAILING ADDRESS (If Different from Above): same

EMPLOYER: High Country Conference Center **JOB TITLE:** Director of Sales and Marketing

BUS. PHONE: 928-523-7778 **CELL:** 928-203-6765 **E-MAIL** christopher.shields@sodexo.com

PLEASE INDICATE PREFERRED TELEPHONE: ☐ **HOME** ☐ **WORK** ☒ **CELL**

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I have been in the tourism and hospitality business for 22 years and have held positions of varying responsibilities. Having lived in Flagstaff for three years I have grown to love the community and would like to help our business grow. I also was the title sponsor for the "Walk for a Change" event here in Flagstaff and look forward to continuing our relationship with them.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

Being a hospitality professional my dream is to be an Integral part of growing the tourism business in Flagstaff. I have a strong passion for Flagstaff and for the people in our community.

I understand that any information provided above is public information and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Chris J. Shields

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

Rcvd 11/29/12
SS

IMPORTANT NOTICE: The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

RETURN TO: CITY CLERK'S OFFICE, 211 WEST ASPEN AVENUE, FLAGSTAFF, AZ 86001

PLEASE NOTE THAT THIS INFORMATION IS A PUBLIC RECORD.
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

DATE: 11-30-12

BOARD/COMMISSION YOU WISH TO SERVE ON: Tourism Commission

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED:

YOUR NAME: Judy Weiss HOME PHONE: 480-993-9080

HOME ADDRESS: 4255 E. Soliere # 259, Flagstaff ZIP: 86001

MAILING ADDRESS (If Different from Above):

EMPLOYER: Coconino County JOB TITLE: Parks and Recreation Director

BUS. PHONE: 928-679-8004 CELL: 928-266-2335 E-MAIL jweiss@coconino.az.gov

PLEASE INDICATE PREFERRED TELEPHONE: HOME (WORK) CELL

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.

I have worked with tourism activities throughout my 30+ year career as a parks and recreation professional. The provision of parks, open space and recreational amenities and programs are a proven economic driver through the tourism industry. In my current position I am responsible for the activities at Fort Tuthill County Park. While a great facility for locals, Fort Tuthill is becoming a year round recreation destination with an estimated annual economic impact of $12 million. Most of these dollars are coming from visitors to the Flagstaff area.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)

Having input to the work of the Tourism Commission as a local government employee is a unique perspective and one that can benefit the hoteliers, event producers, and business people that comprise the Commission. We live in a community that invests heavily in tourism and I believe I have the expertise and capability to share that can serve to enhance the visitor experience in Flagstaff.

I understand that any information provided above is a public record and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Judy Weiss

Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Andy Wagemaker, Revenue Director
Co-Submitter:	Rick Compau, Purchasing Director
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration and Approval of Contract: Copy Center and Mail Room Services contract with Xerographics of Flagstaff.

RECOMMENDED ACTION:

Approve the Contract with Xerographics of Flagstaff for Copy Center and Mailroom Services for a fixed annual amount of $77,317. Current annual variable costs for service (copy, print, bindery services) are expected to be approximately $17,500. The total annual cost for this contract is estimated to be $95,000.

Policy Decision or Reason for Action:

Award of the contract will authorize Xerographics of Flagstaff to perform Copy Center and Mailroom Services for the City of Flagstaff.

Subsidiary Decision Points: None.

Financial Impact:

City staff currently operates Copy Center and Mailroom Services for the City. Current funds used for internal operations will be used for the future operations provided by Xerographics of Flagstaff. The current annual cost estimate for continuing to provide services in-house is $98,000 per year. The cost is based on current internal costs plus annualized equipment purchases projected in the next five years. In addition, current internal cost estimates do include unknown future cost variables such as wages, pension, and equipment maintenance agreements.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1) Approve the Contract. This allows the City to hold current costs flat and avoids future capital outlay for copy equipment.
2) Do Not Approve the Contract. If Council does not approve this contract, City staff will continue to provide Copy Center and Mailroom Services. The City will need to make significant capital outlays to continue the service. In addition, the Customer Service Section will continue to cover staffing shortages in the Copy Center and Mailroom, causing a staffing shortage for Customer Service.

Background/History:

The City has operated Copy Center and Mailroom Services within City Hall for many years. Copy center operations include copy, print, scan, service of City Hall satellite copiers, and other miscellaneous services. Mailroom operations include internal and external delivery of United States Postal Service mailings, logging and recording of City Hall deliveries, and other miscellaneous services. Operational costs for Copy Center and Mailroom costs are recovered through select per item charges. Examples of charges include charges for copies, laminations, bindings, among others.

With the slowdown in the economy, in conjunction with a decrease in the number of Copy Center jobs due to a focus on paperless activities, the City reduced staff to one staff member in the Copy Center. Ultimately, Copy Center and Mailroom Services were transferred to the Customer Service Section with the city-wide reorganization in 2009.

Since the transfer of operations, all members of the Customer Service Section have been trained on Copy Center and Mailroom operations. This has allowed for continued operations due to absences caused by vacation, sickness, etc. However, in order to provide that coverage, customer service operations (counter, phone, and backroom operations) are forced to go down one staff member in order to cover the Copy Center. The shortage in customer service impacts the operations noted previously, causing longer wait times for customers, and delaying the completion of backroom activities.

The outsourcing of the Copy Center and Mailroom Services is anticipated to have no impact and will be transparent to City Council and staff.

Key Considerations:

The approval of this contract will allow the City to continue to provide the same services that internal customers expect. In addition, with the knowledge, experience, and technology Xerographics of Flagstaff brings to this operation, the City may be able to see enhanced Copy Center and Mailroom Services.

Expanded Financial Considerations:

The Copy Center and Mailroom Services recover their costs by charging for the services they provide to the various City divisions. The City purposefully set rates to over-recover operating costs in order to build up reserve monies to upgrade Copy Center and Mailroom equipment. In every year prior to FY13, the Copy Center was able to over-recover the annual operating expenses to contribute toward this reserve. Cost recovery in FY13 was significantly less than in previous years due to the reduction in the overall quantity of copies. Staff forecasts a continuing decrease in cost recovery in the near term, unless a new charge out structure is put into place. The reduction in cost recovery also coincides with the need for significant capital outlays from the reserve funds in order to continue to provide customers and staff with the best possible experience.

Due to the pressures of reduced staffing and coverage problems, reduced revenues, and the need for new equipment, staff opted to put out a Request for Proposals (RFP) to see what options might be ~~that were~~ available. In the RFP, staff outlined a scope of work that requested information on a combination of different operational models: on-site copy center and/or mailroom services and off-site copy center and/or

mailroom services . There were a total of seven (7) proposal responses that were evaluated and scored according to evaluation criteria outlined in the RFP document. Four (4) Proposers provided a proposal for off-site copy center services only and three (3) Proposers provided proposals for both on-site copy center and mailroom services. Given the overall scoring results, the evaluation committee made a decision to advance six (6) of the seven (7) Proposers to the 'shortlist' to participate in the presentation and interview phase of the evaluation process . Based on the overall scope of work options and evaluating the various 'presented approaches', the evaluation committee deemed that awarding one (1) contract, with one (1) Proposer for both copy center and mailroom services, would be in the best interest of the City . Staff recommends moving forward with a local Flagstaff Vendor (Xerographics of Flagstaff) to provide, and possibly enhance, Copy Center and Mail room Services.

Community Benefits and Considerations:

The approval of this Contract will allow the City to maintain and possibly enhance current services in a cost effective manner.

Community Involvement:

Inform.

Attachments: Bid Tabulation
Service Agreement

CITY OF FLAGSTAFF--PURCHASING DIVISION
COPY CENTER and MAILROOM SERVICES, RFP NO.: 2013-42
FINAL SCORING TABULATION

	Copy Services Only				***Copy Center and Mailroom Services***		
	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services
TOTAL SCORE---RFP WRITTEN RESPONSE							
	DIRECT IMPRESSION	***FED EX OFFICE***	***FIVE STAR PRINTING***	***AEC PRINTING***	***MIRROR IMAGES PRINTING***	***XEROXOGRAPHICS OF FLAGSTAFF***	***KONICA MINOLTA***
Evaluator #1	380	380	400	390	420	390	390
Evaluator #2	210	280	270	390	320	380	360
Evaluator #3	380	350	420	420	440	430	430
Evaluator #4	220	490	390	420	440	480	490
Evaluator #5	300	360	400	400	390	280	300
TOTAL SCORE:	**1490**	**1860**	**1880**	**2020**	**2010**	**1960**	**1970**
Total Criteria Ranking:	**4**	**3**	**2**	**1**	**1**	**3**	**2**

	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services
TOTAL SCORE---VENDOR PRESENTATION							
	DIRECT IMPRESSION	***FED EX OFFICE***	***FIVE STAR PRINTING***	***AEC PRINTING***	***MIRROR IMAGES PRINTING***	***XEROXOGRAPHICS OF FLAGSTAFF***	***KONICA MINOLTA***
Evaluator #1	were not shortlisted	20	11	25	25	18	15
Evaluator #2	"	25	15	25	20	20	15
Evaluator #3	"	20	5	20	20	20	15
Evaluator #4	"	25	5	25	20	20	10
Evaluator #5	"	20	10	25	25	20	20
TOTAL SCORE:	**0**	**110**	**46**	**120**	**110**	**98**	**75**
Total Criteria Ranking:	**4**	**2**	**3**	**1**	**1**	**2**	**3**

	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services
TOTAL SCORE---RESPONSES TO INTERVIEW QUESTIONS							
	DIRECT IMPRESSION	***FED EX OFFICE***	***FIVE STAR PRINTING***	***AEC PRINTING***	***MIRROR IMAGES PRINTING***	***XEROXOGRAPHICS OF FLAGSTAFF***	***KONICA MINOLTA***
Evaluator #1	were not shortlisted	45	30	50	50	35	31
Evaluator #2	"	50	40	50	20	40	15
Evaluator #3	"	40	30	45	35	45	30
Evaluator #4	"	50	30	50	45	45	35
Evaluator #5	"	45	30	50	50	40	30
TOTAL SCORE:	**0**	**230**	**160**	**245**	**200**	**205**	**141**
Total Criteria Ranking:	**4**	**2**	**3**	**1**	**2**	**1**	**3**

	Copy Services Only				Copy Center and Mailroom Services		
	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	Off-site Copy Services Only	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services	On-site Copy Services Mailroom Services
TOTAL EVALUATION SCORE---RFP WRITTEN RESPONSE, VENDOR PRESENTATION and RESPONSES TO INTERVIEW QUESTIONS							
	DIRECT IMPRESSION	***FED EX OFFICE***	***FIVE STAR PRINTING***	***AEC PRINTING***	***MIRROR IMAGES PRINTING***	***XEROXOGRAPHICS OF FLAGSTAFF***	***KONICA MINOLTA***
TOTAL EVALUATION SCORE:	**1490**	**2200**	**2086**	**2385**	**2320**	**2263**	**2186**
Total Criteria Ranking:	**4**	**2**	**3**	**1**	**1**	**2**	**3**

SERVICE AGREEMENT FOR
COPY CENTER AND MAILROOM SERVICES

CITY OF FLAGSTAFF
and
XEROGRAPHICS OF FLAGSTAFF

This Agreement for Copy Center and Mailroom Services ("Agreement") is made by and between the City of Flagstaff ("City"), a Municipal Corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Xerographics of Flagstaff, a Corporation with an office at 2222 E. Johnson Ave., Flagstaff, Arizona 86004 ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for Copy Center and Mailroom Services for the City's Management Services Division; and

B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work outlined in Request for Proposals (RFP) name: Copy Center and/or Mailroom Services, RFP number: 2013-42, attached to this Agreement as Exhibit A;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to provide the services, as set forth in detail in Exhibit "A" ("Services") attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER

The City agrees to make monthly payments, to Provider, in the amount of Six Thousand Four Hundred Forty Three Dollars and Eleven Cents ($6,443.11) for satisfactory performance of Copy Center and Mailroom Services.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all

damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept additional City requests for services, depending on circumstances with other work being performed for other clients. A change order shall be approved for any other additional services.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:	To Provider:
Andy Wagemaker	Tracey Arvieux
Revenue Director	Agent Owner
City of Flagstaff	Xerographics of Flagstaff
211 W. Aspen	2222 E. Johnson Ave.
Flagstaff, Arizona 86001	Flagstaff, Arizona 86004

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in

all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

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

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

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

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$500,000
Medical Expense (any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
   (Form CA 0001, ed. 12/93 or any replacement thereof.)
   Combined Single Limit Per Accident for Bodily Injury and Property Damage $1,000,000

3. Commercial General Liability $1,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

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

1. Commercial General Liability and Automobile Liability Coverages:

    a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.

    b. The Provider's insurance shall contain broad form contractual liability coverage.

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

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

    e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.

    f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an “A.M. Best” rating of not less than

A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services**,** Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001.** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time**.** The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.11 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").
A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.12 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances,

relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

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

9. DURATION

This Agreement shall become effective upon the Purchasing Director's issuance of a formal Notice to Proceed letter, and shall continue in force for an initial term of five (5) years, unless sooner terminated as provided above. Upon mutual agreement between the City and Provider, this Agreement may be renewed for a maximum of one (1) additional five (5) year term, upon mutual agreement from both parties. The Purchasing Director of the City has authority to bind the City only for the purpose of renewing the term of this Agreement as described in this section.
Notice to Proceed Date:_____

City of Flagstaff	**Provider**
_____	_____
Kevin Burke, City Manager	Tracey Arvieux, Agent Owner

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Date of Execution:_____

EXHIBIT A
SCOPE OF WORK

Service(s) Provided: Administrative & Account Management

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Customer Interface The Xerox Account Associate is available on call to provide contracted services to the client.	The Xerox Account Associate shall be available on call to provide contracted services to the client on the following days of the week: Monday thru Friday. For 8 hours per day, with standard hours of **Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).** And shall operate 1 standard shift per day. (except standard Xerox and client holidays.)	**AAS-101**
Equipment Tracking Xerox Managed Services shall maintains an equipment listing with each device's model number, serial number and location for all the equipment managed under this contract.	N/A	**AAS-201**
Machine Move Coordination Xerox may coordinate equipment relocations for equipment managed by Xerox Services under this agreement. Client shall be responsible for any applicable move costs incurred for client requested and approved equipment moves.	N/A	**AAS-202**
End-user support and training The Xerox Account Associate shall respond to questions regarding the operation of equipment and provide basic end-user operator support where appropriate	N/A	**AAS-203**
Supplies Management Support Xerox shall coordinate inventory and reorder of client replaceable supplies at client agreed-upon locations.	Xerox shall provide supplies management support for up to 2 Xerox devices and client's 6 Konica Minolta walk-up devices. At the following locations: 211 W. Aspen Ave., Flagstaff, AZ.	**AAS-204**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Key Operator Support Xerox shall replenish client replaceable supplies and provides light output device maintenance (key-op) at client agreed-upon locations and schedules. (e.g. clean device exterior and clear jams).	N/A	**SM-501**
Meter Read Services Xerox shall gather and submit meter reads monthly to the individual or vendor responsible for entering meter read data into the billing process. Xerox shall deliver the meter read report to client specified contacts and client specified vendors.	Xerox shall provide meter reading services for up to 2 Xerox devices and client's 6 Konica Minolta walk-up equipment. At the following locations: 211 W. Aspen Ave., Flagstaff, AZ. In other documented locations covered by this agreement, Xerox shall facilitate gathering of client provided meter reads.	**CE-207**
Reporting Reporting shall provide client print volume and usage trends. Reporting shall be customized to meet new client requirements if mutually agreed upon by both parties.	Client reporting shall be provided by the Xerox Services Client Account Manager on a monthly basis. The Client Account Manager shall develop and document a reporting communication schedule with the key customer account contact.	**AAS-601**
Account Review Xerox shall hold operations reviews with the client to: 1. Review reporting results, services performance against objectives, outstanding issues, and other agreed-upon agenda items. 2. Review opportunities for improvement.	Account reviews shall be scheduled and conducted with the client by the Client Account Manager on a mutually agreeable basis.	**CE-604**
Customer Satisfaction Survey The client shall receive regular customer satisfaction surveys. Surveys are used to measure equipment, personnel, and managed services satisfaction.	Xerox Services shall administer customer satisfaction surveys via a 3rd Party on an annual basis at no additional cost to the City.	**AAS-700**
Other	Xerox shall provide tracking of postage meter funds usage and alert client when replenishment is required.	**AAS-A1**

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Scope of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Administrative and Account Management Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.
3. These measures are contingent upon the Administrative and Account Management services as set forth in the SOW.

Reporting:

Xerox shall provide regular reporting (on a schedule agreed to with the client) to include print volume and usage trends for devices covered under this SOW.

Performance Criteria	Measurement	Description	Calculation
Administrative Service Timeliness	95% achievement of administrative service timeliness	The Account Associate shall perform the scheduled administrative service (equipment visit, meter reads, etc.) as agreed to with the client.	The measurement for Administrative Service Timeliness shall be calculated by dividing the total number of scheduled administrative service visits completed on time by the total number of administrative service visits required during each month.

END OF SCOPE OF WORK FOR ADMINISTRATIVE & ACCOUNT MANAGEMENT SERVICES

Service(s) Provided: Mail, Distribution and Fulfillment

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code [1]
Standard Incoming & Outgoing USPS and Express Mail Services Xerox shall manage all incoming and outgoing US Postal Service mail and Express Mail. Xerox shall implement optimized processes to meet the client's requirements as contracted. Standard Mail Services shall not include opening mail or packages. Please see the service component entitled "Opening Incoming Mail, Packages, and Courier Deliveries" for details on this capability. **Incoming Mail** • Inbound mail shall be sorted to cart in delivery sequence by product and priority: First class (letters and flats) USPS Accountable (Certified, Registered) Parcels Standard mail Look up mail / Quality mail • Mail volumes shall be recorded by container type. **Incoming Air Express Mail** • Record accountable mail information in a log: citing date, product type, bar code identifier, recipient name, and time. • Mail shall be sorted by delivery sequence and prepared for distribution on scheduled delivery runs. • Deliver express mail shall be on demand if explicitly required by client. **Mail Distribution** • Client shall pick-up their USPS and Express mail. **Outbound USPS Mail** • Outbound mail shall be delivered to mail-center metering area. • Outbound mail shall be sorted by product, category, weight, size, and international. • Quality checks shall be performed for	**General (each location)** • Employee population served at location: 300 • Days of operation : Monday through Friday • **(Summer 7-4, Winter 8-5).** • Hours of operation : 9:00am – 3:00pm (which includes simultaneous print production operation). • Holiday staffing requirement: None. • List of holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. • Description of unusual peak processing periods: After a holiday. **Physical** • Number of buildings served 1. • Mail shall be sorted into clear mail boxed in the mailroom and picked-up by end users. • **Number of mail stops serviced: 0** • Maintenance scheduling of customer provided equipment shall be performed by Xerox Employee **Incoming Mail** • Average USPS volume envelopes 1500 per day. • Average USPS volume flats 20 per day. • Time of first mail pickup at post office 2:30pm • Time of USPS Delivery: Between 10:00am and 11:00am • Percent of Total Mail that is picked up at post office: 30% • Are post office boxes or locked boxes used? (Y/N): Yes • Number of Post Office Boxes used 2 • Number of Locked Boxes used 0 • Percent of total incoming mail presorted by PO boxes and lock boxes 30% • Average Incoming newspaper volume 5 per day. • Time(s) newspapers and periodicals arrive for distribution: 7:00 am • Average Volume of internal mail: 10 per day.	**MS-200**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code [1]
outbound mail including proper address, envelope integrity and proper seal. • Metered mail shall be metered by postal classifications. • Posted mail shall be placed in appropriate containers. • Mail volumes and postage shall be recorded at the end of each day. • Mail shall be staged for pick up by USPS or delivery to USPS. **Outgoing Air Express Mail** • Collect outgoing air express mail on mail collection runs. • Express mail shall be separated by type: (e.g. Airborne, FedEx, Other vendors). • Quality checks shall be performed on shipments. • Process shipments. • Shipments in vendor pick up area shall be staged for pick up. • Volumes by vendor shall be recorded. **Local Delivery Services** • Manage and track packages shall be distributed through local delivery services. **Problem Resolution** • Mail problems shall be traced and resolved with USPS, express, and local delivery services. **Reporting** • Charge-back reporting shall be provided for postage, air express, and local delivery as required by client and mutually agreed to by Xerox.	Accountable Mail (Messenger, Overnight, Certified, Registered, Express and Facsimile) • Average Inbound volume: 20 per day Arrival times for the three largest carriers: • Carrier 1 FedEx arrival time:9:30 am/11:00am • Carrier 2 UPS arrival time: 12:00pm and 3:30pm. • Carrier 3 On-Trac arrival time: 12:00pm % of total carrier deliveries by carrier • Carrier 1 FedEx Percent of Total: 50% • Carrier 2 UPS Percent of Total: 45% • Carrier 3 On-Trac Percent of Total: 5% **Mail Distribution** • End users shall be responsible for picking up their incoming mail from the clear boxes next to the mailroom window. • Mailroom associate shall e-mail end user to pick up accountable mail. • The end users shall be responsible for getting mail to the mailroom in time for outgoing pick up. **Outbound USPS Mail** • The end users shall be responsible for getting mail to the mailroom in time for outgoing pick up. • Postage spoilage shall be handled by Xerox. • **Average USPS outgoing volume envelopes 300 per day.**	
Incoming Mail and Package Opening Services • All incoming PO Box mail shall be opened prior to end-user pickup. Incoming Mail, Packages, and Courier Deliveries shall be opened only if the recipient is unknown and considered "Mystery Mail". • Xerox "Suspicious Package" Policy and	**General:** • This process is both mechanical and manual. • The client shall identify mystery mail recipients. (i.e., an Executive List, Mystery Mail, Department List, etc.) • Percentage of mail to be opened randomly: 0%	**MS-202**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code [1]
Procedures shall be followed. • Incoming mail and packages shall be opened, the contents removed from the envelope or package, and the contents replaced in the envelope or package. • Mail and/or packages opened for the client shall be resealed by Xerox before delivery to the addressee. • A stamp or label shall be affixed to the resealed mail or package, with the legend "Resealed by Xerox."	• Profiles of Types of mail to be opened: Addressee is only City of Flagstaff • Average number of pieces of mail to be opened and resealed per day: 10	

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources – Staffing, Recruiting, and Development

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. Timeliness: The duration between the pick-up and delivery to the designated delivery point (box, department or central drop off point) of mail or packages by the Account Associate in accordance within the negotiated time.
2. Delivery Accuracy: Mail and/or packages are received by the appropriate end-user at the designated location.
3. Incoming: Time and date when an item is logged in as received by Xerox personnel.
4. Outgoing Time and date when an item is logged out as shipped by Xerox personnel.
5. Same Day Delivery: Item arrives at the destination the same day as it was shipped out.
6. Kit Fulfillment Accuracy: The assembly of a package according to a client's bill of materials (BOM).
7. Bill of Materials (BOM): A written list of items to be placed, with their sequence, into a unique package.
8. Incoming Fax Delivery: The date and time of the drop-off of the fax to the designated recipient.
9. Outgoing Fax Transmission: The date and time of the send transmission initiation to the designated recipient.
10. Receipt of Incoming Fax: The date and time the last page of the fax is received in the Fax Center.
11. Receipt of Outgoing Fax: The date and time the fax is logged in at the Fax Center.
12. Fax Center: The staffed Xerox location where facsimiles are processed.

Assumptions:

1. **The Service Configuration Parameters ("Parameters") set forth in this Scope of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.**
2. **This SOW (and its SOP) applies to Mail, Distribution, & Fulfillment Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.**
3. The accuracy calculation requires maintaining a complaint log, which should contain the date, time, complainant and nature of complaint.

Reporting:

Xerox shall provide a monthly report for mail, distribution and fulfillment service accuracy and timeliness.

Performance Criteria	Measurement	Description	Calculation
Incoming Mail & Packages: Delivery Timeliness	95% On-time	Mail and packages received for delivery shall be delivered according to standard times agreed to with the client.	The measurement for Incoming Delivery Timeliness shall be calculated by dividing the total number of deliveries completed on time by the total number of deliveries completed on a monthly basis.

Performance Criteria	Measurement	Description	Calculation
Incoming Mail & Packages: Delivery Accuracy	95% Accuracy	Mail and packages received shall be delivered to the addressee on the package or envelope.	The measurement for accuracy shall be calculated by dividing the total number of pieces delivered minus the total number of documented delivery complaints by the total number of pieces delivered on a monthly basis. **Example:** Total Number of Pieces Delivered = **20,000** Total # of Documented Complaints = **7** **(20,000 – 7) / 20,000** **= 19,993 / 20,000 = 99.97%**
Outgoing Mail, Packages & Kits: Shipping Timeliness	95% On-time	• Individual mail pieces and packages received for shipment shall be mailed/shipped according to standard times agreed upon with the client. • Mailing/shipping of single pieces shall occur the same day as they are received as long as the item is received no later than 1 hour prior to scheduled pick-up by external delivery service. • Fulfillment shipment turnaround times shall be negotiated with the client depending on the requirements of the job ticket.	The measurement for Outgoing Shipment Timeliness shall be calculated by dividing the number of pieces shipped on time by the total number of pieces received for shipment on a monthly basis.

END OF SCOPE OF WORK FOR MAIL, DISTRIBUTION AND FULFILLMENT SERVICES

Service(s) Provided: Document Production and Publishing

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Operations Administration Xerox Account Associates shall perform operational and job administration processes as outlined below:		**PPS-100**
Customer Interface/Job Receipt The Xerox Account Associate shall serve as the point of contact to receive and enter customer jobs, review job requirements, and provide customer consultation as required.	Site production facilities shall be open on the following days of the week: Monday thru Friday. For 8 hours per day, with standard hours of 8:00am to 5:00pm. (which include simultaneous mailroom operation). **Copy Center Representative is expected to work City Hall hours (Summer 7-4, Winter 8-5).** And shall operate 1 standard shift per day. In the event that Xerox shall work overtime, Xerox shall notify City of Flagstaff management in advance for approval.	**PPS-101**
Job estimating, scheduling, and tracking The Xerox Account Associate shall schedule and manage the document manufacturing process, which includes: • Job entry • Requirements confirmation • Capacity planning • Document manufacturing workflow planning • Quality control • Packaging specifications • Delivery execution Client job tickets shall be tracked from receipt to delivery. Job turnaround times shall be measured either from the receipt of production-ready customer files and complete job specifications or from time of customer proof approval if proofing is required, to the completion of the job specification.	Standard production jobs will normally be completed within 8 business hours from receipt of print ready files and complete job specifications. Large jobs can have up to a two week turnaround time. These jobs will be discussed with the client and a completion deadline is agreed upon. However, turnaround time for a given job may be negotiated, subject to job complexity, production backlog, priority job backlog, and resource availability. Rush production jobs shall be completed in 4 business hours from receipt of print-ready files and complete job specifications, assuming resource availability and capacity to produce the requested volume. Rush Production Jobs shall not to exceed 10 % of total requests. Description of unusual peak processing periods: <u>Every June which is the end of the fiscal year.</u> Turnaround time shall be subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.	**PPS-102**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Incidental Vending and Procurement Xerox Account Associate(s) shall engage, manage, and procure from appropriate third party suppliers to support jobs requiring special materials and /or external services.	Turnaround times for jobs requiring procurement of materials or services shall be negotiated individually. Turnaround time shall be subject to the measurement described in the Standards of Performance herein.	**PPS-103**
Client Problem Resolution Support resources shall be available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process shall be developed and mutually agreed upon with the customer.	N/A	**PPS-104**
Quality Assurance Document quality shall be checked before, during, and after each production run of a job. If required, unique customer quality specifications shall be agreed upon, documented and checked against.	Overall Job Accuracy service levels shall be set forth in the Standards of Performance herein.	**PPS-105**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Document Production & Publishing Operations Document Production and Publishing operational processes are outlined below:		**PPS-200**
Image Scanning Images shall be scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth shall be optimized for the desired application.	Average number of scans: per shift 100 per week 500 Maximum number of scans: per shift 200 per week 1000 Maximum scan resolution required 600dpi Maximum size of originals 8 ½ x 11	**PPS-205**
Proofing Xerox Account Associates shall produce job samples (proofs) for customer review and approval when requested before beginning a client's job.	Turnaround times for proofs from production-ready customer files shall be negotiated for each job based on resource availability and job priority. Turnaround time shall be subject to the measurement described in the Standards of Performance herein.	**PPS-206**
Production Black & White Printing & Copying Xerox Account Associates shall configure and manage production printers and copiers using appropriate resources for each job. Associates shall configure job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Job requests: Monthly 100 Shift 5 Maximum Impression Volume: Monthly 24,000 Per Shift 1500 Average Job requests: Monthly 40 Per Shift 2 Average Impression Volume: Monthly 12,000 Per Shift 550 One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print. Cost per page: $0.0049 or $.0098 for double sided.	**PPS-300**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Production Color Printing & Copying Xerox Account Associates shall configure and manage production printers and copiers using the appropriate resources for each job. Color printing systems shall be calibrated on a periodic basis. Associates shall configure color job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Job requests: Monthly 45 Shift 2 Maximum Impression Volume: Monthly 10,000 Per Shift 500 Average Job requests: Monthly 20 Per Shift 1 Average Impression Volume: Monthly 5,000 Per Shift 250 One impression shall be defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print. Cost per page: $0.0487 or $.0974 for double sided. **Note:** Pantone color matches shall not be guaranteed as many Pantone colors are outside of the process-color printing spectrum.	**PPS-301**
Walk-up / Convenience Document Production and Copying Xerox shall receive and process walk-up requests for multi-set printing and copying of office documents. Walk-up jobs shall be distinguished from production jobs, as they typically require unscheduled production of customer office documents.	Normal walk-up-job turnaround time shall be 8 business hours, from receipt of correct and accurate data, files, and originals and complete job specifications. Actual walk-up turnaround times shall be agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time shall be subject to the measurement described in the Standards of Performance herein	**PPS-350**
Output Delivery Deliver output to client.	Output shall be delivered via *(check all that apply)* X Pickup ___ Mailing and Shipping ___ On-site delivery Number of locations to deliver to: 0 Local Delivery within radius of ___0___ miles	**PPS-401**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code[1]
Finishing Printed documents shall be finished to the desired configuration. The Xerox Account Associate shall provide finishing services as outlined below:		**F-100**
Folding	Max number of sheets folded per shift: 50 Average number of sheets folded per shift: 20 Max number of folds per sheet: 2 Max unfolded sheet dimensions: 11 x 17	**F-101**
Envelope Insertion	Max number of envelopes per shift: 2500 Average number of envelopes per shift: 500 Max envelope dimensions: 4 ½ x 9 ¼	**F-102**
Stapling	Max sets per shift: 50 Average sets per shift: 25 with maximum page counts of 100 pages per set	**F-103**
Coil/Wire-O Bind	Max binds per shift: 50 Average binds per shift: 25 With bind sizes of 6mm to 33mm	**F-106**
Manual Finishing (Binder stuffing, tab insertion, collating, folding, etc)	Manual Finishing details and volumes described here: Print, collating and inserting tabs.	**F-112**
Laminating	Max sheets laminated per shift 50 Average number of sheets laminated per shift 25	**F-114**

Management Services

The following Management Services shall be included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available, as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Standards of Performance

Definitions:

1. Completed Job: The job is considered completed based on the delivery process negotiated between Xerox and the customer. For example, the job may be considered completed when the Document Production Center calls the end user and notifies them, or when the job physically arrives at the end user's desk.

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties shall meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Document Production and Publishing Services only. Any other Service provided under this Agreement shall be reflected in a separate SOW.

Reporting:

Xerox shall provide a monthly report for job turnaround time and job accuracy.

Performance Criteria	Measurement	Description	Calculation
Job Turnaround Time	95% On Time	Upon receipt of job ticket, the Document Center shall produce the job within the agreed upon turnaround time.	The measurement for Turnaround Time shall be calculated by dividing the number of jobs completed on time by the total number of jobs during each month.
Job Accuracy	95% Job Acceptance	The Document Production Center shall produce the job based on the end user's specifications.	The measurement for Job Accuracy shall be calculated by dividing the total jobs accepted by the end user by the total jobs processed during each month.

END OF SCOPE OF WORK FOR DOCUMENT PRODUCTION AND PUBLISHING SERVICES

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney AW

Date: 01/15/2014

Meeting Date: 01/21/2014

TITLE:

<u>Consideration and Approval of Settlement Agreement:</u> Campus Crest at Flagstaff II, LLC **(The Grove Phase I)**

RECOMMENDED ACTION:

Approve Settlement Agreement with Campus Crest at Flagstaff II, LLC

Policy Decision or Reason for Action:

The City made errors in invoicing sewer capacity and other fees for multi-family residential developments. Following discovery of the errors, in May 2013, the City issued new invoices for amounts owed. In November 2013, the City Council authorized litigation to collect fees. Fees are still owed for two developments: The Grove Phase I and Flagstaff Senior Meadows. The City has reached a settlement in principle with the developer for The Grove Phase I, and a settlement agreement will be presented at the Council Meeting. City staff is recommending approval.

Subsidiary Decisions Points: The City has a development agreement for the The Grove Phase I, which requires the parties to engage in settlement efforts and non-binding mediation before commencing litigation.

Financial Impact:

The Settlement Agreement calls for the developer to pay 90% of the balance owed, which along with the original invoiced payment will result in almost full recovery of the applicable sewer capacity fees. City sewer capacity fees and development fees are established by City ordinance, based upon studies and following a public hearing. The fees help pay for infrastructure and services that benefit the developments and community.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities)
11. Effective governance

Has There Been Previous Council Decision on This:

The City Council has received legal advice and considered settlement offers in prior Executive Sessions.

Options and Alternatives:

1. Approve Settlement Agreement with Campus Crest at Flagstaff II, LLC. (The Grove Phase I)

Pros: The City will recoup approximately 90% of the balance owed and avoid the time and expense of litigation.
Cons: The City will relinquish certain rights and waive 10% of the balance owed.

2. Do not approve Settlement Agreement and proceed with litigation.

Pros: The City may be able to recover the entire amount owed.
Cons: The City will incur the time, risks, and expense of litigation. The City may recover less than 90% of the amount owed.

Key Considerations:

The City has a fiscal responsibility to ensure fees are collected, and that all developments pay their fair share of City infrastructure and services.

Community Benefits and Considerations:

The Flagstaff community through the City's elected officials has approved the fees for developments.

Community Involvement:

Inform

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	John Saltonstall, Business Retention & Expansion Manager
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration and Possible Adoption of Ordinance No. 2014-02: An ordinance of the Mayor and Council of the City of Flagstaff, Arizona, authorizing the exchange of certain properties: a 1.4 acre parcel owned by the City of Flagstaff (Coconino County Assessor's Parcel Number [APN] 107-13-012) and a 4.3 acre portion of a parcel owned by W.L. Gore and Associates (APN 107-16-007P). **(Property exchange between City of Flagstaff and W.L. Gore)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-02 by title only for the final time
2) City Clerk reads Ordinance No. 2014-02 by title only (if approved above)
3) Adopt Ordinance No. 2014-02

Policy Decision or Reason for Action:

W.L. Gore and Associates (Gore) is interested in exchanging land with the City of Flagstaff. The exchange has been reviewed by City staff and it has been determined that it will enhance the Flagstaff Urban Trail System (FUTS), support the retention and expansion of an existing primary sector business, and provide a land value benefit for the City.

Financial Impact:

This land exchange is fiscally beneficial to the City of Flagstaff. The private parcel being exchanged has been appraised at a greater value than the City owned parcel. The Gore piece appraised at $940,000.00. The City parcel appraised at $106,000.00. The difference shall be considered a donation to the City of Flagstaff. The FUTS portion connects sections of trail that otherwise terminate leaving those who use the trail at a dead-end. The parcel would need to be acquired at some point in the future. Doing the acquisition as a part of this exchange has the likelihood of saving financial resources in the future.

Connection to Council Goal:

This exchange helps a local primary sector industry which is a major employer in the region to grow and improve their operations on the Fourth Street Campus. In addition, the Gore parcel will provide the land necessary to enhance connectivity for the FUTS.

Has There Been Previous Council Decision on This:

There has not been any previous council discussion or decision on this topic.

Options and Alternatives:

1) Approve Ordinance No. 2014-02 and the execution of the land exchange.
2) Not approve Ordinance No. 2014-02 and provide direction to staff on what adjustments would need to be negotiated to address any concerns. This could delay the exchange and possibly put the negotiations at risk.
3) Not approve Ordinance No. 2014-02 and not execute the land exchange. This would prevent the benefit to Gore and of the FUTS trail system.

Background/History:

The City of Flagstaff FUTS program manages trails that converge upon a 4.3 acre portion of a section of Sinclair Wash on Assessor Parcel Number (APN) 107-16-007P. This parcel is owned by Gore. Gore has expressed interest in acquiring a 1.4 acre parcel of City owned land (APN #107-13-012). Discussions between the City of Flagstaff and W.L.Gore & Associates revealed an opportunity to exchange the parcels with mutual benefit.

Key Considerations:

This land exchange between the City and Gore supports the retention and expansion of Gore's operations in the City of Flagstaff. As discussed earlier this exchange also provides the land needed to complete a section of trail and enhances the functionality of the FUTS system while generating a value benefit to the City.

Expanded Financial Considerations:

There are no City financial resources required for the transaction and the value of the parcel exchange is a positive for the City.

Community Benefits and Considerations:

Completion of the FUTS provides multi-modal connectivity to the community. The FUTS program takes advantage of opportunities to complete sections of trail when opportunities present. As such, this land exchange meets the needs of the FUTS program as well as supporting the potential expansion of private industry in the community.

Community Involvement:

This trade supports the FUTS plan which has had significant public input. There has been no other community involvement outside of the entities involved in the trade.

Attachments: Ord 2014-02
Exhibit
Industrial Drive
Swap Map

ORDINANCE NO. 2014-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE EXCHANGE OF REAL PROPERTIES BETWEEN THE CITY OF FLAGSTAFF AND W.L. GORE & ASSOCIATES, INC. IN EAST FLAGSTAFF NEAR FOURTH STREET AND INDUSTRIAL DRIVE AND HUNTINGTON DRIVE AND PROVIDING FOR AUTHORITY FOR EXECUTION OF NECESSARY DOCUMENTS BY THE CITY MANAGER AND CLERICAL CORRECTIONS BY THE CITY CLERK

RECITALS:

WHEREAS, the City of Flagstaff owns approximately 1.4 acres of property on Industrial Drive known as parcel number 107-13-012 ("the City Property)"; and

WHEREAS, W.L. Gore & Associates, Inc., a Delaware corporation, owns approximately 4.3 acres of property on Huntington Drive near Fourth Street, a portion of parcel number 107-16-007P that is more fully described in Exhibit B to the Real Estate Donation and Exchange Agreement between the City of Flagstaff and W.L. Gore & Associates, Inc. ("the Gore Property)"; and

WHEREAS, the Council of the City of Flagstaff wishes to exchange the City Property for the Gore Property to allow the City of Flagstaff to obtain land that it desires to construct a portion of the Flagstaff Urban Trails System; and

WHEREAS, pursuant to Article VII, Section 5, of the Flagstaff City Charter, an ordinance is required for the "acquisition, sale or exchange of public real property"; and

WHEREAS, the Parties have determined that the value of the Gore Property exceeds the value of the City Property.

ENACTMENTS:

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

SECTION 1. The exchange of the Gore Property for the City Property as described in the Recitals above is approved.

SECTION 2. That the Real Estate Donation and Exchange Agreement between the City of Flagstaff and W.L. Gore & Associates, Inc. ("the Agreement") attached to the staff summary submitted in support of this Ordinance is approved, and the City Council hereby authorizes the City Manager to execute the document on behalf of the City.

SECTION 3. That the City Manager is authorized to execute any documents that may be necessary to carry out the provisions of the Ordinance and the Agreement and City staff is authorized and directed to take all steps necessary and proper to implement this Ordinance and the Agreement and give them effect. All documents shall be in a form approved by the City Attorney.

SECTION 4. Clerical Corrections.

The City Clerk is authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

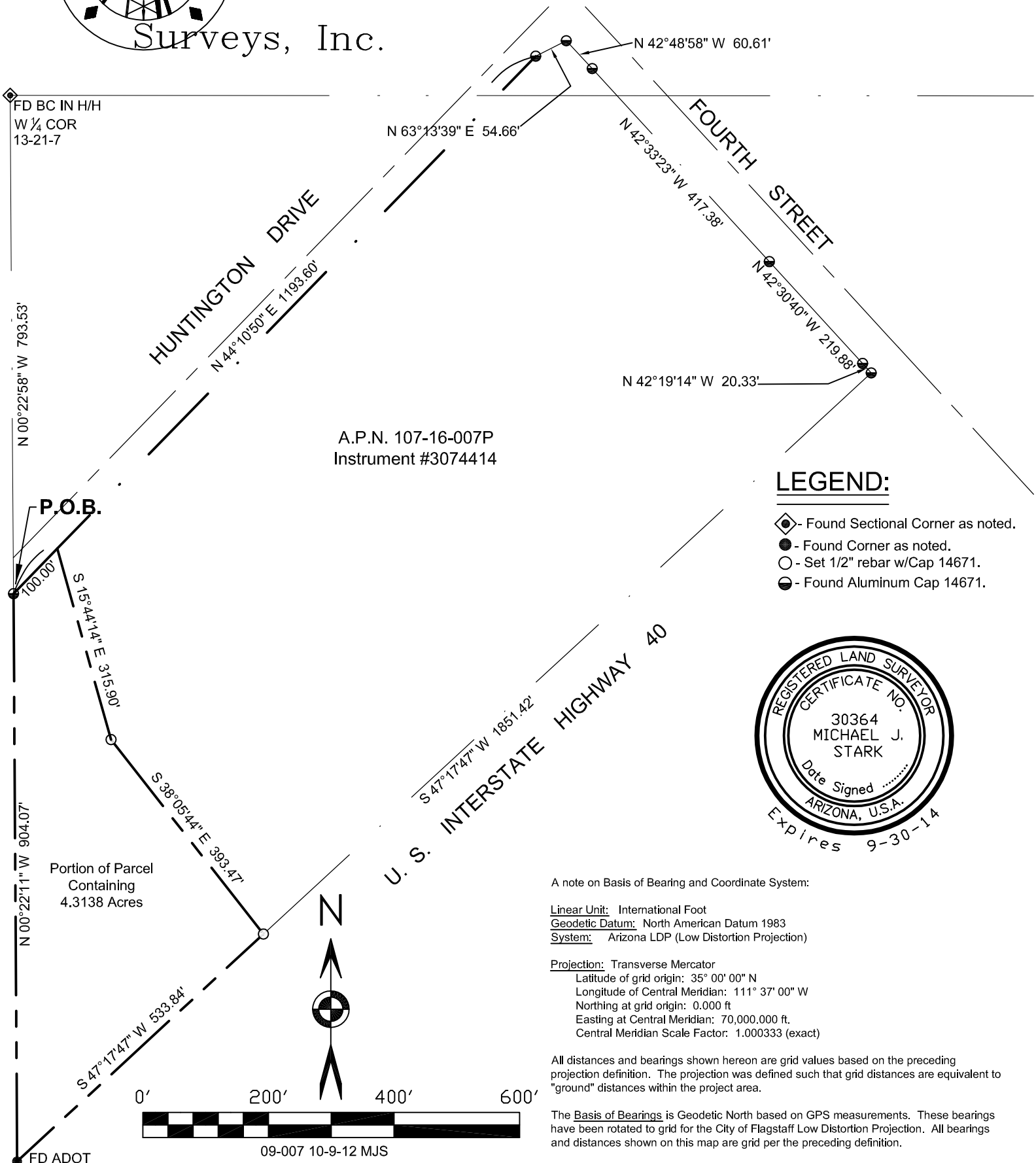
APPROVED AS TO FORM:

_____
CITY ATTORNEY

Northland Exploration Surveys, Inc.

EXHIBIT "B-1"

A portion of that parcel of land recorded in Instrument No. 3074414, situated in the Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona.



LEGEND:

- Found Sectional Corner as noted.
- Found Corner as noted.
- Set 1/2" rebar w/Cap 14671.
- Found Aluminum Cap 14671.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30364
MICHAEL J.
STARK
Date Signed .....
ARIZONA, U.S.A.
Expires 9-30-14

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

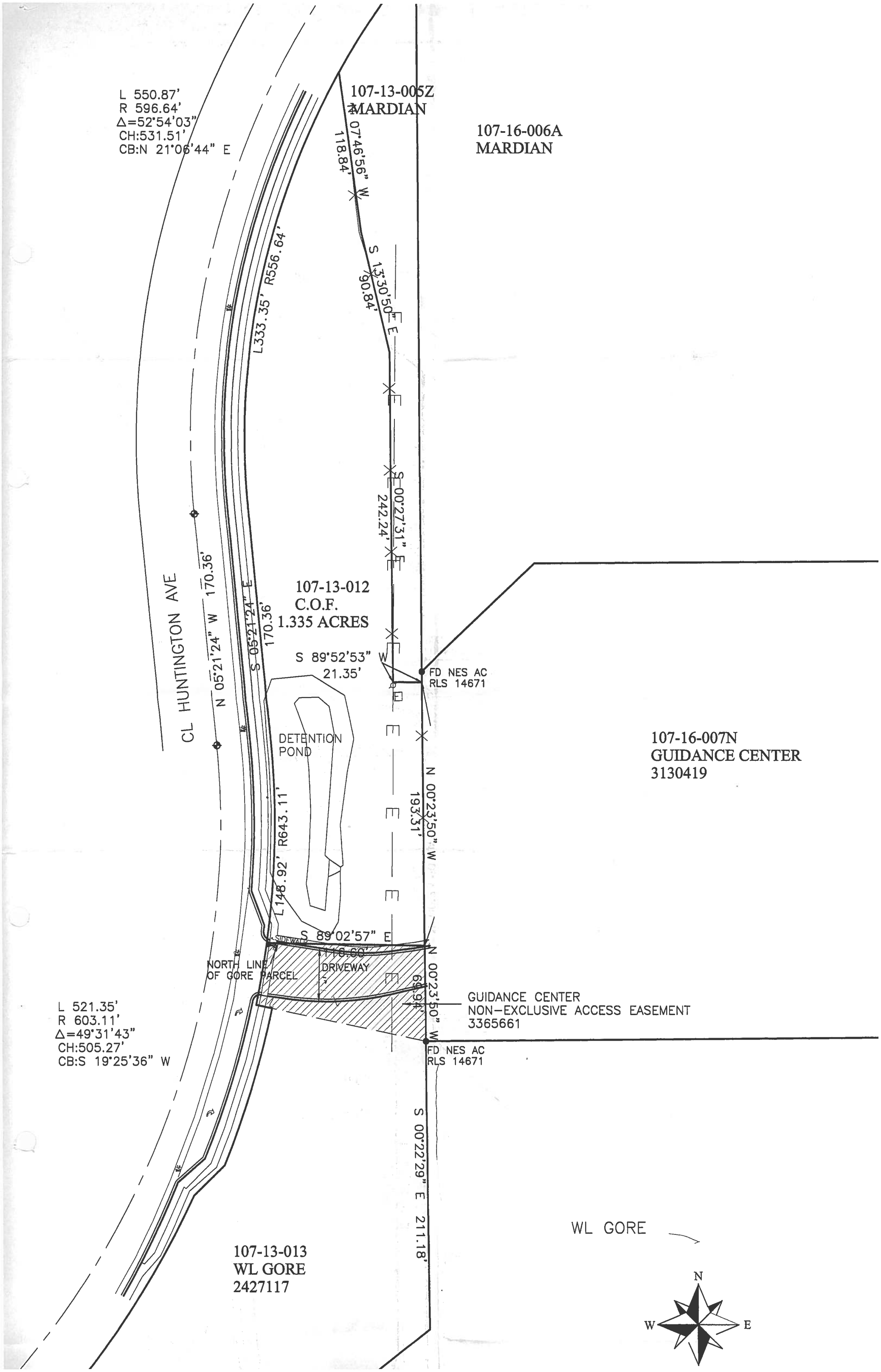
Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

09-007 10-9-12 MJS

P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058 / FAX (928) 774-3089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R 596.64'
Δ=52°54'03"
CH:531.51'
CB:N 21°06'44" E
107-13-005Z
MARDIAN
107-16-006A
MARDIAN
S 07°46'56" W
118.84'
S 13°30'50" E
90.84'
L333.35' R556.64'
S 00°27'31" E
242.24'
107-13-012
C.O.F.
1.335 ACRES
CL HUNTINGTON AVE
N 05°21'24" W 170.36'
S 05°21'24" E
170.36'
S 89°52'53" W
21.35'
FD NES AC
RLS 14671
DETENTION
POND
107-16-007N
GUIDANCE CENTER
3130419
N 00°23'50" W
193.31'
L148.92' R643.11'
S 89°02'57" E
118.60'
SIDEWALK
NORTH LINE
OF GORE PARCEL
DRIVEWAY
N 00°23'50" W
69.94'
GUIDANCE CENTER
NON-EXCLUSIVE ACCESS EASEMENT
3365661
L 521.35'
R 603.11'
Δ=49°31'43"
CH:505.27'
CB:S 19°25'36" W
FD NES AC
RLS 14671
S 00°22'29" E 211.18'
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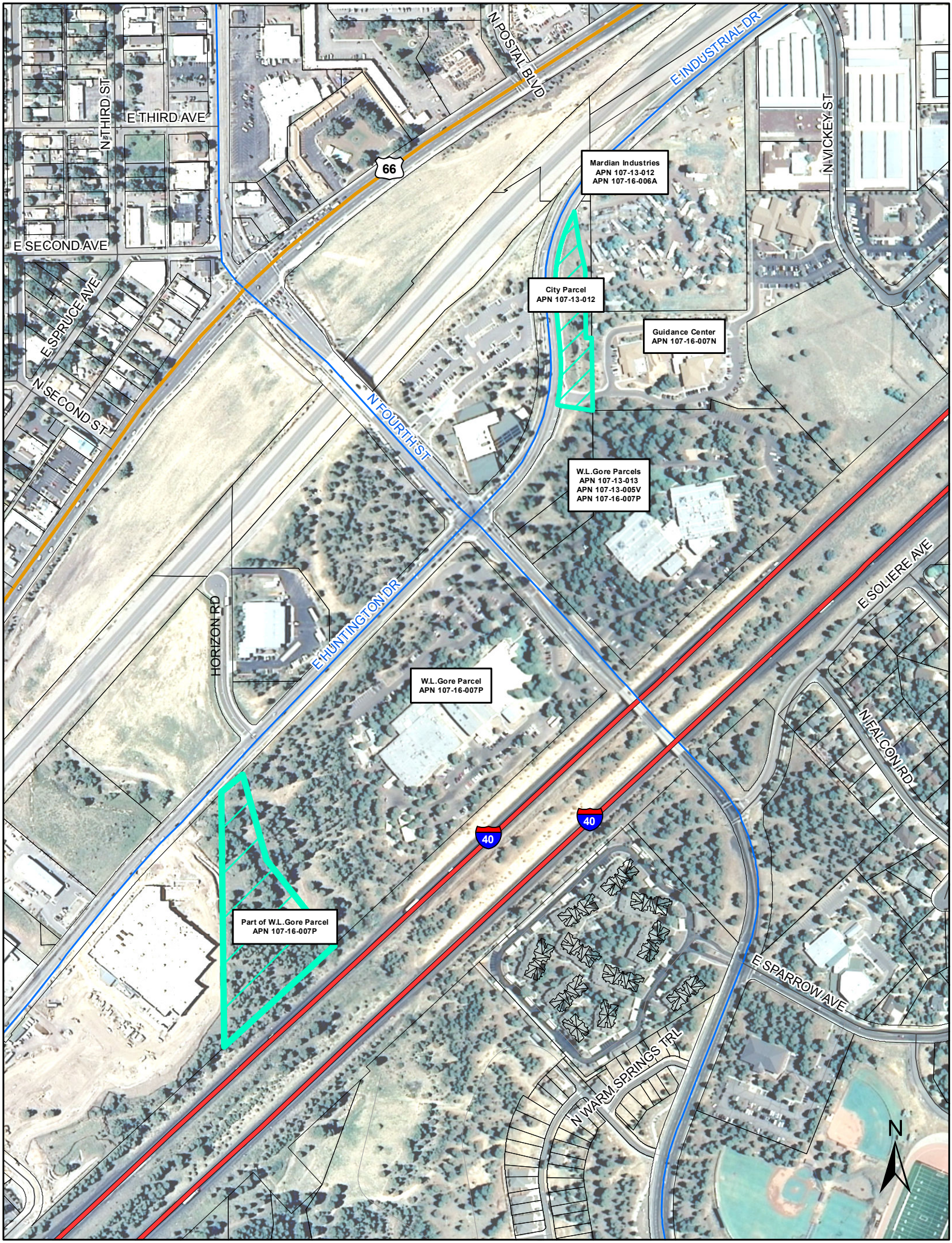

N POSTAL BLVD
E INDUSTRIAL DR
N VICKEY ST
E THIRD AVE
N THIRD ST
66
Mardian Industries
APN 107-13-012
APN 107-16-006A
E SECOND AVE
City Parcel
APN 107-13-012
E SPRUCE AVE
Guidance Center
APN 107-16-007N
N SECOND ST
N FOURTH ST
W.L.Gore Parcels
APN 107-13-013
APN 107-13-005V
APN 107-16-007P
E SOLIERE AVE
HORIZON RD
E HUNTINGTON DR
W.L.Gore Parcel
APN 107-16-007P
N FALCON RD
40
40
Part of W.L.Gore Parcel
APN 107-16-007P
E SPARROW AVE
N WARM SPRINGS TRL
N

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David McIntire, Asst. to City Manager - Real Estate

Co-Submitter: Amy Hagin, Senior Procurement Specialist

Date: 01/15/2014

Meeting Date: 01/21/2014

TITLE:

Consideration and Possible Adoption of Ordinance No. 2014-01: Authorizing the sale of property located at 400 South Malpais Lane including the following parcels: Assessors Parcel Numbers 103-06-003B, 103-06-017A, 103-06-018A and 103-06-019. **(Fire Station No. 7)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-01 by title only for the final time
2) City Clerk reads Ordinance No. 2014-01 by title only (if approved above)
3) Adopt Ordinance No. 2014-01

Policy Decision or Reason for Action:

The sale of the property will provide the funds necessary to balance the Capital Project Fund used to pay for the construction of the new Fire Stations. The remainder of the funds will be available as one time funding in the General Fund. The sale will also reduce potential maintenance costs and provide for the redevelopment of a parcel of land and its inclusion as taxable property.

Financial Impact:

The sale of the property will provide $$610,199. Approximately $91,000 will be used to balance the Capital Project Fund that was used to build the new Fire Stations. The remainder, approximately $520,000 will benefit the General Fund. The sale will also reduce City ongoing maintenance costs and generate revenue through the land becoming taxable.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

City Council directed staff to sell these properties in January of 2013.

Options and Alternatives:

1) Approve the sale of 400 S Malpais Lane and the additional parcels to Leadership Circle, LLC for $610,199 and authorize the City Manager and staff to execute the necessary documents.
2)Not approve the sale of 400 S Malpais Lane and the additional parcels and direct staff to retain the property or to find an alternative use.
3)Not approve the sale of 400 S Malpais Lane and the additional parcels and direct staff to perform a new procurement process with different parameters.

Background/History:

The property under consideration contained a fire station located in La Plaza Vieja. The fire station was decommissioned after new fire stations were built in order to improve community wide coverage. The structure still remains on the property. The construction of the new fire stations was performed through a Capital Project Fund and the sale proceeds of the decommissioned properties are being used to balance the account and generate additional revenue. The parcels incorporated in this sale also include a parking area and a floodplain area. The floodplain area, which is a significant portion of the property, is being protected by an easement that prevents development and preserves the City's right to perform drainage improvement projects. The Five Points Drainage Improvements: Clay Avenue Wash Project and Rio de Flag Flood Control Project will both require the use of portions of the parcels. The parcels were included in the sale, rather than retained in the City's inventory, in part to provide contiguous rights to Milton Avenue which enhances the value of the property significantly by providing the ability to place signage along Milton Avenue. Based on an appraisal of the property with significant drainage encumbrances, the minimum bid was set for $460,000.

Staff conducted a solicitation for a sealed Invitation for Bid that ran for four weeks and was advertised twice in the AZ Daily Sun. Only one bid was received from Leadership Circle, LLC and was determined to be the highest responsive, responsible bidder.

Key Considerations:

A portion of the proceeds will be allocated to balance the Capital Project Fund that was used build the new fire stations.

The additional proceeds will benefit the General Fund.

The sale will remove a property from the City inventory and therefore eliminate the need for ongoing maintenance.

The sale will place the land in private ownership and the land will become taxable.

The sale will benefit an existing business and allow for redevelopment of a currently underutilized area.

Community Involvement:

Inform

Numerous conversations were had with residents living within the La Plaza Vieja Neighborhood Association regarding the sale.

Expanded Options and Alternatives:

Approve the sale of 400 S Malpais Lane and the additional parcels to Leadership Circle, LLC for $610,199 and authorize the City Manager and staff to execute the necessary documents. This will provide the benefits described above.

Not approve the sale of 400 S Malpais Lane and the additional parcels and direct staff to retain the property or to find an alternative use. This will not provide financial benefit to the City, but could provide benefit through an alternative use.

Not approve the sale of 400 S Malpais Lane and the additional parcels and direct staff to perform a new procurement process with different parameters. This will prevent or delay the financial benefit to the City.

Attachments:

- 400 Malpais Bid Tabulation
- Purchase Contract
- Ord. 2014-01
- Ord Exhibits for parcel 103-06-017A
- Ord Exhibits for parcel 103-06-018A
- Ord Exhibits for parcel 103-06-019
- Ord Exhibit for parcel 103-06-003B

CITY OF FLAGSTAFF BID TABULATION

DATE: 12/16/2013

BID/PROJECT#: 2014-27

CONDUCTED BY: AMY HAGIN

BID/PROJECTNAME: FIRE STATION #7 ITB

WITNESS: DAVID MCINTIRE

ANTICIPATED COUNCIL AWARD DATE: N/A

ENGINEERS ESTIMATE: $ N/A

VENDOR	BOND	ADDENDUM 1	2	3	1	2	3	4	5	6	DEL
LEADERSHIP CIRCLE LLC	X	X			$610,199.00						

REAL ESTATE PURCHASE AND SALE AGREEMENT

Parcel No. 103-06-003B, 103-06-017A, 103-06-018A, and 103-06-019

1. **BUYER'S OFFER.** The undersigned, hereinafter called "**Buyer**", Leadership Circle, LLC, a limited liability company, offers to purchase from the City of Flagstaff, A Municipal Corporation hereinafter called "**Seller**", all of Seller's right, title and interest in and to that parcel of land situated in or near the City of Flagstaff, County of Coconino and State of Arizona, more particularly described in the Exhibits attached hereto and made a part hereof' (the "**Property**") at the price and upon the terms and conditions as follows.

2. **PURCHASE PRICE AND PAYMENT.**

2.1 Seller's Acceptance or Rejection of Purchase Price. Seller may approve or disapprove Buyer's offer made under this instrument (this "**Agreement**") for any reason whatsoever, in Seller's sole and absolute discretion, whether reasonable or unreasonable or whether arbitrary or capricious. Conditioned only upon the execution and delivery of this Agreement by Seller and the other conditions to Buyer's obligations expressly stated herein, Buyer agrees to pay to Seller the purchase price of **$610,199.00** (the "**Purchase Price**") for the Property, plus a processing/administrative fee (the "**Administrative Fee**") as stated herein.

2.2 Deposit. From the Purchase Price, an, amount of' **$10,000.00** (the "**Deposit**"), is hereby paid to the account of Seller as hereinafter provided, and shall be applied to the Purchase Price and the Administrative Fee unless otherwise disposed of pursuant to the provisions of this Agreement. The Deposit shall be delivered in immediately available funds by cashier's check to _____ in _____ (the "**Closing Agent**") concurrently with Buyer's delivery to Seller of an executed counterpart of this Agreement (constituting Buyer's offer to purchase the Property on the terms and provisions set forth herein). The Deposit shall be refunded to Buyer if the transaction fails to close under the terms and conditions set forth in Section 2.5 below. The Deposit shall not be refunded to Buyer if the transaction fails to close under the terms and conditions set forth in Section 2.6 below. Buyer hereby authorizes the Closing Agent to cash any checks that may be delivered to the Closing Agent on account of the Deposit, with the understanding that doing so will not constitute acceptance of Buyer's offer, provided, however, that such authorization is given with the understanding that only in the event the Buyer's offer is not accepted under the terms and conditions set forth in Section 2.5 below, the Closing Agent shall refund the Deposit in full. However, if the closing fails for any other reason as explained under the terms and conditions Section 2.6 below, the Deposit shall be retained by the Seller.

2.3 Administrative Fee. Buyer acknowledges that a material consideration for this Agreement, without which it would not be made, is the agreement between Buyer and Seller that the Buyer shall pay at closing an Administrative Fee in the amount of One Thousand Dollars ($1,000.00) over and above the Purchase Price.

2.4 Cash Payment on or Before Closing Date. The balance of the Purchase Price shall be paid in cash or by cashier's check to Seller or wire transfer to Seller's account as designated by Seller at the time Seller's Quitclaim Deed (as hereinafter defined) to the Property is ready for delivery to Buyer pursuant to this Agreement. Notwithstanding anything set forth herein to the contrary, the balance of the Purchase Price shall be due and payable on the Closing Date (as hereinafter defined).

2.5 Failure to Close by Actions of Seller. If the transaction herein provided shall fail to close by reason of (1) the Seller's default under this Agreement, (2) the Seller's failure to accept Buyer's offer by executing and delivering to Buyer an original counterpart of this Agreement within thirty (30) days from the date a counterpart of this Agreement is delivered to Seller, or (3) the termination of this Agreement in accordance with Sections 3, 8 or 9 hereof, and Buyer shall not have defaulted under this Agreement, then the Deposit shall be returned to Buyer, and neither party shall have any other obligation or liability to the other, save and except for Buyer's release obligations set forth in Section 11, which shall survive such termination.

2.6 Failure to Close for any Other Reason. In the event the transaction herein provided shall fail to close for any reason other than (1) the Seller's default under this Agreement, (2) the Seller's failure to accept Buyer's offer by executing and delivering to Buyer an original counterpart of this Agreement within thirty (30) days from the date a counterpart of this Agreement is delivered to Seller, or (3) the termination of this Agreement in accordance with Sections 3, 8 or 9 hereof, then the Deposit shall be retained by Seller as Seller's full and complete damages for failure of this transaction to close. In the event the transaction herein provided shall close, the Deposit shall be applied as a partial payment of the Purchase Price.

3. **TITLE AND SURVEY.**

3.1 Title Insurance. In the event Buyer desires either title insurance or a land survey in connection with Buyer's purchase of the Property, Buyer shall obtain such title insurance or land survey (as the case may be) at Buyer's sole cost and expense.

3.2 Buyer's Title Objections. In the event Buyer objects to any defect or other matter set forth in either a preliminary title report, a commitment for title insurance, an abstract of title, or a land survey, then Buyer shall deliver to Seller a written statement specifying the defect(s) or

matter(s) to which Buyer objects ("**Buyer's Title Objections**") within thirty (30) days after the acceptance and delivery of' this Agreement by Seller.

3.3 Title Objection Cure Period. Seller shall have the right, but not the obligation, to cure any of Buyer's Title Objections within sixty (60) days from the date upon which Seller receives Buyer's Title Objections or until the Closing Date, whichever is later ("**Cure Period**"). If Seller is either unable or unwilling to cure one or more of Buyer's Title Objections within said Cure Period, and Buyer is unwilling to accept the Quitclaim Deed subject to such uncured defect or other matter, then either party may terminate this Agreement by serving written notice of termination upon the other party within five (5) days after expiration of' the Cure Period, in which event Seller shall return any sums paid to Seller by Buyer, and all further rights and liabilities of the parties under this Agreement shall cease and terminate except for those obligations and liabilities which are expressly stated to survive any such termination. Notwithstanding any other provision of this Agreement, in no event shall Seller ever be deemed obligated to cure any of' Buyer's Title Objections.

3.4 Buyer's Acceptance or Waiver of Buyer's Title Objections. In the event this Agreement is not terminated, Buyer shall be deemed to have accepted or waived all of' Buyer's Title Objections then remaining uncured, and Buyer and Seller shall proceed to close the purchase and sale of the Property provided for in this Agreement on a date that is mutually agreeable to Seller and Buyer, but in no event later than twenty (20) calendar days following the expiration of the Cure Period. Without limitation of the foregoing, Seller shall have no obligation whatsoever to provide any evidence of title, or any title insurance, or any affidavits, indemnities, or other assurance regarding title, to Buyer in connection with the Property.

4. **CONVEYANCE.**

4.1 Quitclaim Deed. Subject to the terms, conditions and provisions set forth herein, in consideration of the delivery to Seller of the Purchase Price, upon the Closing Date, Seller shall convey or caused to be conveyed, all of Seller's right, title and interest in the Property, if any, to Buyer by a quitclaim deed (the "**Quitclaim Deed**"). Buyer hereby acknowledges that Seller's conveyance of the Property under the Quitclaim Deed shall be made without any representation or warranty whatsoever, but that such conveyance shall be made expressly subject to all exceptions and reservations to Seller's title to the Property and all other exceptions, reservations, reversions and other matters, if any, affecting the Property, whether or not of record.

4.2 Closing Date. The "**Closing Date**" shall occur forty-five (45) days after the date upon which Seller has executed and delivered this Agreement to Buyer, or upon such other date as Seller and Buyer may agree.

The Closing Agent, on behalf of Seller, shall deliver the Quitclaim Deed to Buyer at Buyer's address set forth opposite Buyer's signature at the end of this Agreement on the Closing Date.

5. **PRORATIONS AND ADJUSTMENTS; CLOSING COSTS.**

5.1 Taxes and Rents. Real estate taxes and general or special assessments payable or paid in the year the Closing Date occurs shall be prorated by Seller and Buyer as of the date on which the Quitclaim Deed is delivered on the basis of the most recent ascertainable taxes assessed against the subject Property, or as may be equitably apportioned thereto by the Seller if the Property is not separately assessed, or unless the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer.

5.2 Closing Costs. Buyer agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Quitclaim Deed and any other necessary conveyancing instrument (if any). In the event of Buyer's failure to do so, if Seller shall be obligated to make any such payments, Buyer shall be liable for all such costs paid by the Seller, and the same shall constitute a lien against the Property to be conveyed until paid by the Buyer. Buyer shall be responsible for paying if and when due any other customary and normal closing costs or expenses incurred in connection with closing the subject transaction.

6. **REMEDIES.** If either Buyer or Seller shall be in default under this Agreement, the non-defaulting party shall be entitled to pursue its legal and equitable remedies.

7. **BROKERS.** If any real estate broker or agent makes a claim for commission or other compensation based upon any actions or statements by Buyer, then Buyer shall indemnify Seller against any such claim.

8. **GOVERNMENTAL APPROVAL.** If the approval of any governmental agency is required for the sale of the Property because the Property does not currently constitute a legal parcel, it is understood and agreed that this Agreement is subject to the Property being made a legal parcel. Buyer shall be responsible, at Buyer's sole cost and expense, to process such lot line adjustment, subdivision, or plat as may be required pursuant to all applicable governmental regulations. The Closing Date shall be extended for such period as may be required to obtain such approval. In the event said approval cannot be obtained by the date which is twenty (20) days after the scheduled Closing Date, then either party may terminate this Agreement without liability to the other, and in the event of such termination, Seller shall return any sums paid to Seller by Buyer, and all further rights and liabilities of the parties under this Agreement shall cease and terminate, except for those obligations and liabilities which are expressly stated to survive any such termination.

9. **ENVIRONMENTAL TESTING.** At any time within thirty (30) days after the date hereof, Buyer may commence performing, or commence having performed, a Phase I environmental

analysis of the Property. Buyer shall deliver to Seller a copy of any Phase I environmental report within five (5) days after receipt or creation by Buyer. If such report recommends additional environmental testing, and Buyer desires to conduct physical drilling or testing on the Property, Buyer shall provide Seller not less than five (5) days prior written notice of Buyer's intent to conduct such testing, and if Buyer so notifies Seller, Seller or Seller's representative may accompany the person or entity conducting such testing. In the event Buyer objects to any environmental contamination or other condition revealed in the Phase I environmental report or other environmental report conducted with respect to the Property, then Buyer shall have a period of sixty (60) days from receipt of such report to provide Seller with a notice of termination and a Quitclaim Deed transferring title of the Property back to Seller. In such event, Seller shall accept such Quitclaim Deed, Seller shall return to Buyer any and all sums paid to Seller by Buyer, and all further rights and liabilities of the parties under this Agreement shall cease and terminate except for those obligations and liabilities which are expressly stated to survive any such termination. In the event that Buyer terminates this Agreement pursuant to this Section 9, at Seller's option, which option Seller must exercise within thirty (30) days after receipt of Buyer's notice of termination, Buyer shall, at Buyer's sole cost and expense, restore the Property as nearly as practicable, to its condition existing immediately prior to the conduct of such testing, to the extent not prohibited by any local, state or federal law.

10. **"AS-IS" SALE.**

10.1 Inspection by Buyer. Buyer will be acquiring the Property solely in reliance upon Buyer's own inspections, examinations, and evaluations of the Property, and, subject to Buyer's right to terminate this Agreement as set forth above, by accepting delivery of the Quitclaim Deed, Buyer shall be deemed to represent to Seller that (a) Buyer has had the opportunity to examine and inspect the Property to Buyer's complete satisfaction, and (b) Buyer has determined that Buyer is satisfied with the condition, quality, quantity, operation, state of repair, and prospects of the Property, and all other matters concerning the Property, in all respects, and (c) Buyer has decided that Buyer is willing to acquire the Property AS-IS, WHERE-IS, and WITH ALL FAULTS, including the physical condition of the Property and any defects thereof, the presence of any Hazardous Materials (as defined below) in, on or under the Property, the condition or existence of any above ground or underground structures or improvements in, on or under the Property, the condition of title to the Property, and any leases, easements, reservations, or other agreements affecting the Property.

10.2 No Warranties by Seller. Buyer agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of' repair, or prospects of the Property, or any other matter concerning the Property, in any respect. The term "**Hazardous Material(s)**" means any chemical, substance, material, controlled substance, object, condition, waste, or combination thereof which is or may be hazardous to human health or safety or to the environment which is regulated

by any local governmental authority, any agency of the state or county in which of the Property is located, or any agency of the United States government.

11. **RELEASE.**

11.1 Buyer's Release of Seller. Buyer does hereby release Seller and Seller's constituent members, officers and directors, except any constituent members, officers or directors who held any ownership interest in the Property at any time prior to the acquisition of the Property by Seller, from any and all losses, costs, damages, expenses (including reasonable attorneys' fees and costs), claims, injuries, demands, actions, causes of action, judgments, fines, penalties, liabilities, or obligations of any nature whatsoever, whether accrued or unaccrued, and whether known or unknown (Individually and collectively "**Claims**") concerning, relating to or arising from (a) the condition of the Property, including, without limitation, any alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Materials in, on, under or about the Property, (b) any litigation affecting the Property, (c) any violation of law, (d) Buyer's inspections or examinations of the Property prior to the Closing Date, and (e) any breach or default by Buyer of its obligations under this Agreement.

11.2 Seller's Rights. The rights of Seller under this Section 11 shall be in addition to and not in lieu of any other rights or remedies to which Seller may be entitled under this Agreement or otherwise. In connection with any and all releases made by Buyer for the benefit of Seller under this Agreement, Buyer hereby specifically waives any right or benefit of Buyer under any statute or other rule of law which provides, in essence, that the general releases granted by Buyer to Seller hereunder would not extend to claims which Buyer does not know or suspect to exist in Buyer's favor at the time of executing this release, which if known by Buyer must have materially affected Buyer's release of Seller.

12. **GENERAL PROVISIONS.**

12.1 Time is of the Essence. Time is of the essence of this Agreement.

12.2 Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer with respect to the Property, and, except as set forth in this Agreement, neither Seller, nor Seller's agents or employees have made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Property.

12.3 Attorney Fee and Court Costs. If any action or claim is made by any party hereto against the other relating to this Agreement or the subject matter hereof, the prevailing party shall be entitled to recover its

reasonable attorneys' fees and legal expenses, including all fees, costs and expenses incurred in any appellate or bankruptcy proceedings, or in any post-judgment proceedings to collect or enforce any judgment.

12.4 Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Agreement shall survive the closing hereunder and the recordation of the Quitclaim Deed.

12.5 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is situated, without regard to the law of conflicts of laws.

13. **NOTICES.** Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof' of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Agreement. Any notice so given shall be deemed to have been given as of the date of actual receipt.

14. **TERMINATION OF AGREEMENT.** Notwithstanding anything to the contrary set forth in this Agreement, and notwithstanding the acceptance of this offer by Seller by the execution of this Agreement, Seller shall have the right to terminate this Agreement in its sole discretion if this Agreement is not approved in writing by an executive officer (vice president or above) of Seller within thirty (30) days of the date of this Agreement (such written approval by an executive officer of Seller being a condition precedent to the formation of this Agreement). Upon such termination, Seller shall promptly refund to Buyer the Purchase Price and Administrative Fee deposited by Buyer.

This offer consisting of _____ (_) pages and said Exhibits has been made, signed and sealed in duplicate by the Buyer this 8th day of January, 2014.

Seller's name as it is to appear on deed:_____City of Flagstaff, an Arizona municipal corporation
(PRINTED/TYPED)

CITY OF FLAGSTAFF

By: _____
Kevin Burke, City Manager

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Address for notice purposes:
City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

The foregoing offer is accepted by Buyer this 8th day of January, 2014.

Leadership Circle LLC, A Limited Liability Compay

By: _____

Name: Matt Miles

Title: Manager

Address: 1521 Oxbow Drive

Montrose, CO 81401

Telephone: 970-249-1330

When recorded, mail to:

Exempt pursuant to A.R.S. §11-1134 (A)(3)

SPECIAL WARRANTY DEED

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto **Leadership Circle LLC**, hereinafter referred to as "Grantee", the following real property situated in Coconino County, Arizona together with all rights and privileges appurtenant thereto, and described in *Exhibit "A"* and *Exhibit "B"* (hereinafter referred to as the **"Grantee Parcel"**), which is attached hereto and made a part hereof by reference.

Reservation of Easement. Grantor hereby reserves, for itself, its successors and assigns, a perpetual easement for flood control purposes for the construction, maintenance and operation of the Rio de Flag project, over, above and across the Grantee Parcel, said easement more particularly described in *Exhibit "C"* attached hereto and incorporated herein by this reference as ("**Easement**").

This Easement fully encumbers all use of the Grantee Parcel except for the placement of a sign on the parcel if approved by the City and, after construction of the Rio de Flag Project, such use as is consistent with the Rio de Flag Project, maintenance and operation of the same, and all local, state and federal regulations upon receipt of all necessary approvals. Any obstruction of the Rio de Flag Project, all activities accessory thereto and the ongoing maintenance and operation of the Rio de Flag Project shall be considered an unauthorized interference with such right or easement and shall be removed upon demand at the expense of Grantee, and Grantee's successors, heirs and assigns in the ownership of the Grantee Parcel or any part thereof.

The Easement reserved herein and the covenant not to obstruct the Rio de Flag Project, and all activities accessory thereto including but not limited to the ongoing maintenance and operation of the Rio de Flag Project on the Grantee Parcel shall be enforceable as a restrictive covenant and equitable servitude upon Grantee Parcel, shall run with the land affected hereby, and shall be binding upon and inure to the benefit such land, each person having or acquiring any right, title or interest therein or any part thereof or any improvements thereon, and upon their respective successors, heirs and assigns owning all or a portion of such land.

Subject to the above reservation and all other reservations in patents and all easements, rights-of-way, encumbrances, liens, and covenants, conditions and restrictions, as may appear on record, the Grantor warrants the title against all persons whomever.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed in its name by the undersigned this _____ day of_____ , 2014.

City of Flagstaff

By: _____
Mayor

STATE OF ARIZONA)
) ss.
County of Coconino)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by

Notary Public

My commission expires:

When recorded, mail to:

Exempt pursuant to A.R.S. §11-1134 (A)(3)

SPECIAL WARRANTY DEED

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto **Leadership Circle LLC**, hereinafter referred to as "Grantee", the following real property situated in Coconino County, Arizona together with all rights and privileges appurtenant thereto, and described in *Exhibit "A"* and *Exhibit "B"* (hereinafter referred to as the **"Grantee Parcel"**), which is attached hereto and made a part hereof by reference.

Reservation of Easement. Grantor hereby reserves, for itself, its successors and assigns, a perpetual easement for flood control purposes for the construction, maintenance and operation of the Rio de Flag project, over, above and across the Grantee Parcel, said easement more particularly described in *Exhibit "C"* attached hereto and incorporated herein by this reference as ("**Easement**").

This Easement fully encumbers all use of the Grantee Parcel except for the placement of a sign on the parcel if approved by the City and, after construction of the Rio de Flag Project, such use as is consistent with the Rio de Flag Project, maintenance and operation of the same, and all local, state and federal regulations upon receipt of all necessary approvals. Any obstruction of the Rio de Flag Project, all activities accessory thereto and the ongoing maintenance and operation of the Rio de Flag Project shall be considered an unauthorized interference with such right or easement and shall be removed upon demand at the expense of Grantee, and Grantee's successors, heirs and assigns in the ownership of the Grantee Parcel or any part thereof.

The Easement reserved herein and the covenant not to obstruct the Rio de Flag Project, and all activities accessory thereto including but not limited to the ongoing maintenance and operation of the Rio de Flag Project on the Grantee Parcel shall be enforceable as a restrictive covenant and equitable servitude upon Grantee Parcel, shall run with the land affected hereby, and shall be binding upon and inure to the benefit such land, each person having or acquiring any right, title or interest therein or any part thereof or any improvements thereon, and upon their respective successors, heirs and assigns owning all or a portion of such land.

Subject to the above reservation and all other reservations in patents and all easements, rights-of-way, encumbrances, liens, and covenants, conditions and restrictions, as may appear on record, the Grantor warrants the title against all persons whomever.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed in its name by the undersigned this _____ day of_____ , 2014.

City of Flagstaff

By: _____
Mayor

STATE OF ARIZONA)
) ss.
County of Coconino)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by

Notary Public

My commission expires:

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVENUE
FLAGSTAFF, ARIZONA 86001

INVITATION FOR BIDS No. 2014-27
BUYER: Amy Hagin
PH: (928) 213-2276 FX: (928) 213-2209

BID FORM

PROPERTY

Address: 400 South Malpais Lane, Flagstaff, AZ
Assessor's Parcel Number: APN # 103-06-003B, 103-06-017A, 103-06-018A, 103-06-019
Zoned Commercial

The undersigned having viewed the property and fully understanding all the terms and conditions of this sale offers to purchase the property as described herein for a total purchase price of:

Price Offer $ 610,199.00/100.

Signature Matt Miles Date 12/11/13

Printed Name Matt Miles

City of Flagstaff Purchasing Department

RE: Sale of Real Property- Fire Station and Additional Properties

Bid Number: 2014-27

Bid Submitted by: Leadership Circle, LLC

This bid is submitted as an all cash offer

TIMBERLINE Bank
YOUR COMMUNITY BANK ABOVE THE REST

1561 OXBOW DRIVE
MONTROSE, CO 81401
www.timberlinebank.com

PROMISED VALUE

302213

DATE December 12, 2013

PAY TO THE ORDER OF ***CITY OF FLAGSTAFF***

$ *10,000.00*

PAY EXACTLY $10,000DOL00CTS DOLLARS

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED AFTER 90 DAYS IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

CASHIER'S CHECK

PURCHASER LEADERSHIP CIRCLE LLC

AUTHORIZED SIGNATURES

⑈302213⑈ ⑆102107063⑆ 2010121248⑈

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVENUE
FLAGSTAFF, ARIZONA 86001

INVITATION FOR BIDS No. 2014-27
BUYER: Amy Hagin
PH: (928) 213-2276 FX: (928) 213-2209

OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to purchase City Property at 400 South Malpais Lane, Flagstaff, AZ 86001, in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies by signing and submitting this offer that they have the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

Name: Pete Neuman
Phone: 970-249-3398

Fax No.: 970 249-1350

Leadership Circle LLC
Company Name

Signature of Person Authorized to Sign Offer

1521 Oxbow Dr #219
Address

Matt Mize
Printed Name

Montrose CO 81401
City State Zip

Manager
Title

Date: 12/11/13

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your offer is hereby accepted.

The Buyer is now bound to purchase the property at 400 South Malpais Lane, Flagstaff, AZ 86001, based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City of Flagstaff.

This contract shall henceforth be referred to as Contract No. 2014-27.

Awarded this _____ day of _____ 2013.

Rick Compau,
Purchasing Director, C.P.M.

LEGAL DESCRIPTION
103-06-017A Exhibit A
#13253
9/29/2013

A parcel of land lying within the Northeast Quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Beginning at a found 1" open pipe on the North-South midsection line of said Section 21, from which the north quarter corner bears North 0°28'51" West (Basis of Bearing), 542.85 feet as shown on Inst. #3675009, Official Records of Coconino County, herein referred to as R1;

Thence leaving said midsection line North 46°58'08" East, 195.07 feet to a ½" rebar with aluminum cap stamped "RLS 26406" at the northwest corner of a parcel of land as described in Inst. #3218319, Official Records of Coconino County, and as shown on R1;

Thence along the northwest property line of said parcel North 46°38'53" East, 89.04 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said property line North 20°33'48" East, 93.48 feet;

Thence South 68°58'27" East, 45.59 feet to a nail with brass tag "RLS 41502" on the northwest property line of said parcel as shown on R1;

Thence along the northwest property line of said parcel South 46°38'53" West, 103.67 feet to the **TRUE POINT OF BEGINNING**;

Containing 2,130 square feet, or 0.05 acres, more or less.

See exhibit B attached hereto and made a part hereof.

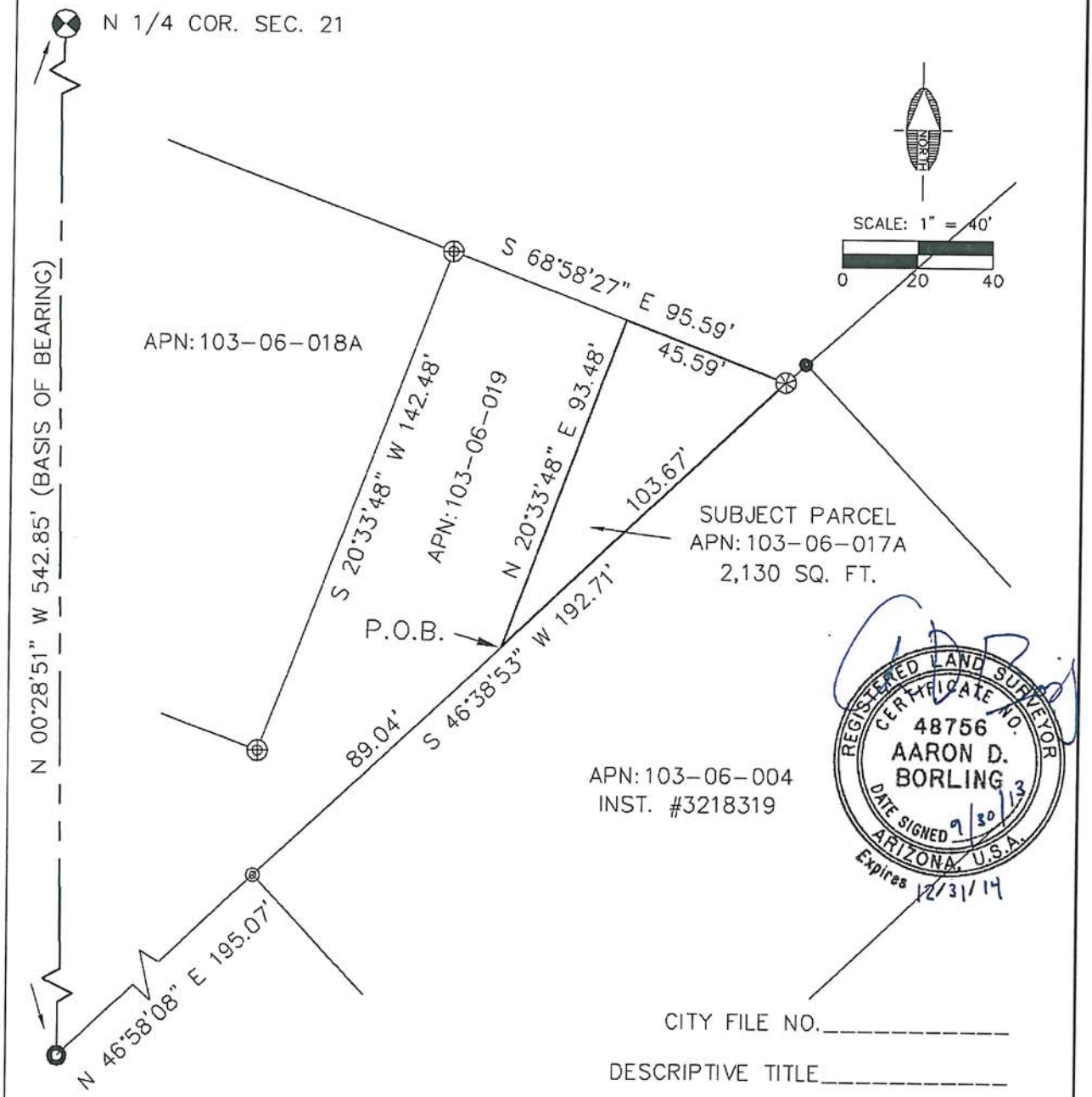
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 9/30/13
ARIZONA, U.S.A.
Expires 12/31/14

City File No._____

Descriptive Title_____

EXHIBIT B TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



CITY FILE NO._____

DESCRIPTIVE TITLE_____

SWI Shephard Wesnitzer, Inc. www.swiaz.com 110 West Dale Ave Flagstaff, Az 86001 928.773.0354 928.774.8934 fax	JOB NO: 13253 DATE: 9/29/13 SCALE: 1" = 40' DRAWN: ADB DESIGN: CHECKED: ADB	COCONINO COUNTY ARIZONA APN: 103-06-017A	SHEET 2 OF 2 13253

LEGAL DESCRIPTION
103-06-018A
Exhibit A
#13253
11/14/2013

A portion of Lots 13-15, Lots 19-23, and a portion of Lot 24, Block 142 as shown on the Replat of the Town of Flagstaff recorded in Book 1, Page 28 Official Records of Coconino County, together with that portion of the north-south alley in said Block 142 as described in Docket 1000, Page 308 Official Records of Coconino County, situated in Section 21, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona described as follows:

Beginning at a found 1" open pipe on the North-South midsection line of said Section 21, from which the north quarter corner said Section 21 bears North 0°28'51" West, 542.85' (Basis of Bearing, and per Inst. #3675009 Official Records of Coconino County);

Thence along said midsection line North 0°28'51" West 220.80' to a set 1/2" rebar with aluminum cap stamped "RLS 48756" and the **TRUE POINT OF BEGINNING**;

Thence continuing along said midsection line North 0°28'51" West, 104.50' to a found 1/2" rebar with aluminum cap stamped "LS 14671";

Thence leaving said midsection line North 8°32'18" East, 47.64' to a found 1/2" rebar with aluminum cap stamped "LS 14671" at the southwest corner of a parcel of land as shown on Inst. #3669500, Official Records of Coconino County;

Thence along the south line of said parcel South 68°58'27" East, 44.63' to a found 1/2" rebar with aluminum cap stamped "LS 14671";

Thence continuing along said south line South 20°13'51" West, 1.95' to a found 1/2" rebar with aluminum cap stamped "RLS 41502";

Thence continuing along said south line South 69°46'09" East, 16.00' to a found 1/2" rebar with aluminum cap stamped "RLS 41502";

Thence continuing along said south line North 20°13'51" East, 1.72' to a found nail with brass tag stamped "RLS 41502";

Thence continuing along said south line South 68°58'27" East, 142.01' to a set 1/2" rebar with aluminum cap stamped "RLS 48756";

Thence leaving said south line South 20°33'48" West, 142.48' to a set 1/2" rebar with aluminum cap stamped "RLS 48756";

Thence North 69°26'16" West, 155.19' to the **TRUE POINT OF BEGINNING**.

Containing 0.60 Acres, more or less.

See exhibit B attached hereto and made a part hereof.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 11/14/13
ARIZONA, U.S.A.
Expires 12/31/14

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

City File No._____

Descriptive Title_____

EXHIBIT B TO ACCOMPANY LEGAL DESCRIPTION
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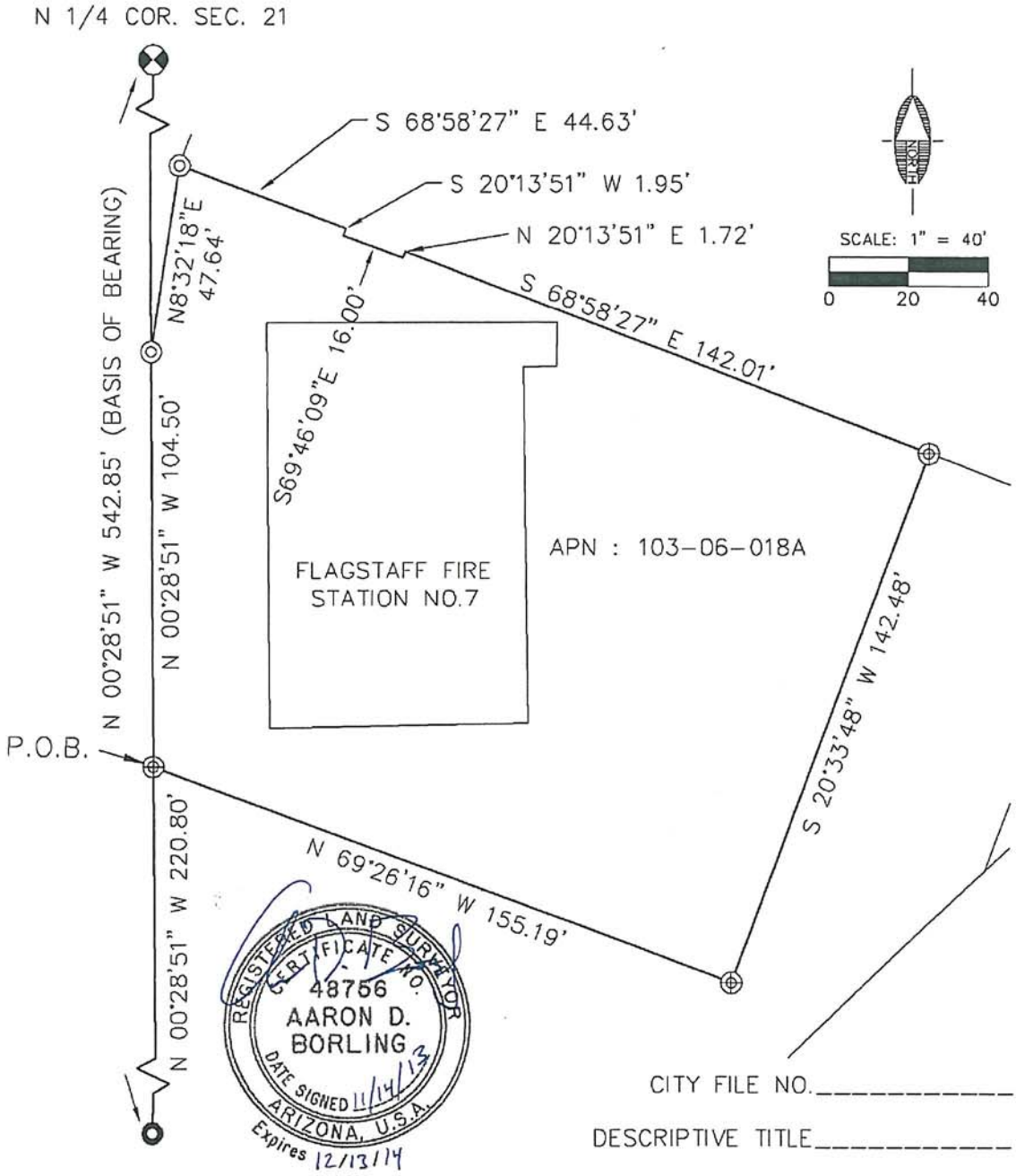

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LEGAL DESCRIPTION
103-06-019 Exhibit A
#13253
9/29/2013

A parcel of land lying within the Northeast Quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Beginning at a found 1" open pipe on the North-South midsection line of said Section 21, from which the north quarter corner bears North 0°28'51" West (Basis of Bearing), 542.85 feet as shown on Inst. #3675009, Official Records of Coconino County, herein referred to as R1 and the **TRUE POINT OF BEGINNING**;

Thence along said midsection line North 0°28'51" West, 220.80 feet to a ½" rebar with aluminum cap stamped "RLS 48756" at the southwest corner of a parcel of land as shown on R1;

Thence leaving said midsection line South 69°26'16" East, 155.19 to a ½" rebar with aluminum cap stamped "RLS 48756" at the southeast corner of said parcel;

Thence North 20°33'48" East, 142.48 feet to a ½" rebar with aluminum cap stamped "RLS 48756" at the northeast corner of said parcel;

Thence South 68°58'27" East, 50.00 feet;

Thence South 20°33'48" West, 93.48 feet to a point on the northwest property line of a parcel of land as described in Inst. #3218319 and as shown on R1;

Thence along said northwest property line South 46°38'53" West, 89.04 feet to a ½" rebar with aluminum cap stamped "RLS 26406" at the northwest corner of said parcel;

Thence South 46°58'08" West, 195.07 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.58 acres, more or less.

See exhibit B attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
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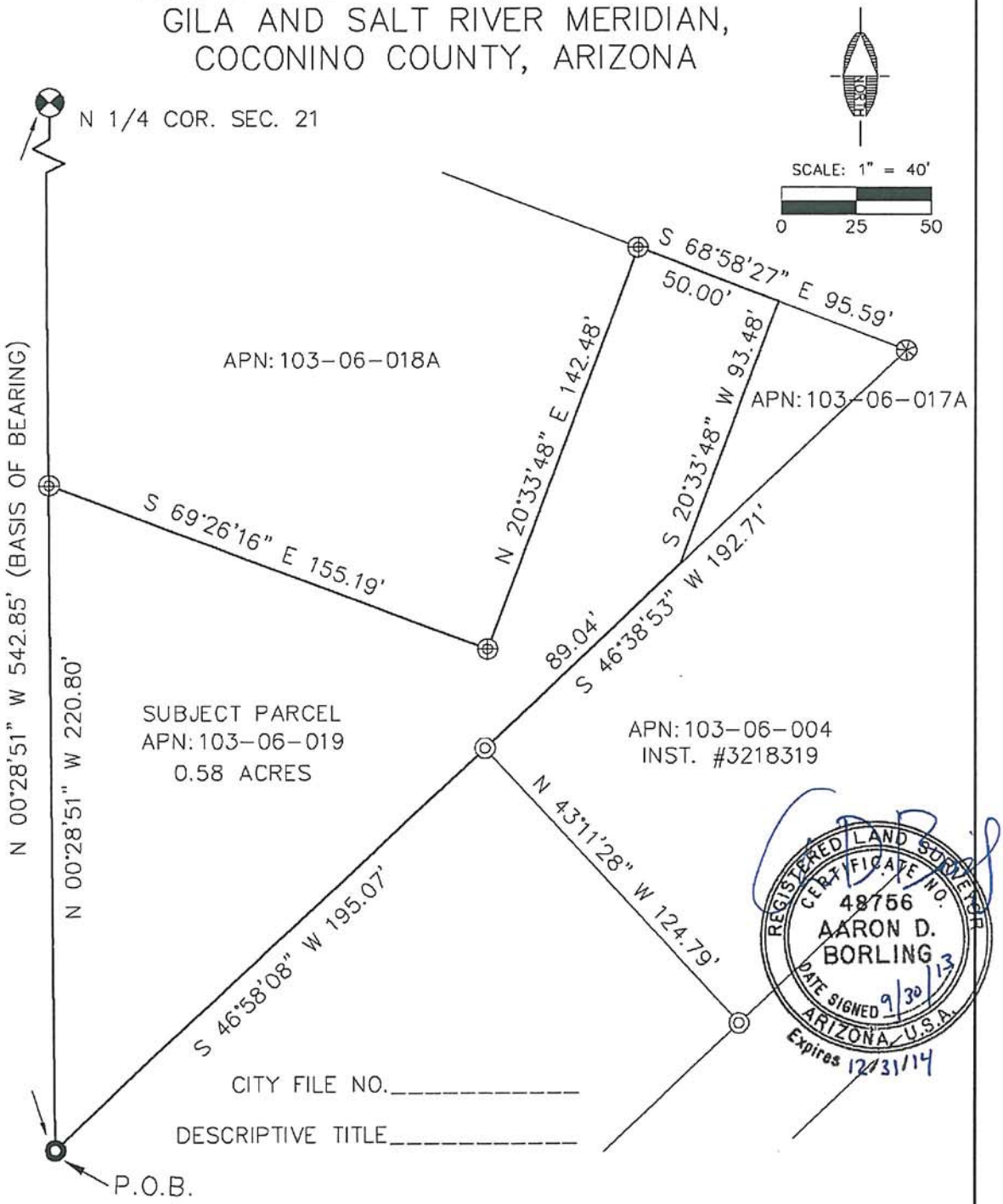

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SWI 110 West Dale Ave Flagstaff, Az 86001 928.773.0354 928.774.8934 fax Shephard Wesnitzer, Inc. www.swiaz.com	JOB NO: 13253 DATE: 9/29/13 SCALE: 1" = 50' DRAWN: ADB DESIGN: CHECKED: ADB	COCONINO COUNTY ARIZONA APN: 103-06-019	SHEET 2 OF 2 13253

EXHIBIT C

That part of the Northwest quarter of Section 21, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the Northerly right-of-way line of U.S. Highways 66 and 89, said point bearing North 46 degrees 48 minutes East a distance of 510.00 feet from the intersection of the Northerly right-of-way line of said highway with the West line of the Northwest quarter of the Northeast quarter of said Section 21;
Thence North 46 degrees 48 minutes East, along said Northerly right-of-way line, a distance of 132.92 feet to a point of curve;
Thence along the arc of a 723.94 foot radius curve, concave to the Northwest, with a central angle of 07 degrees 26 minutes 47 seconds, a distance of 94.09 feet;
Thence North 69 degrees 13 minutes 50 seconds West, a distance of 126.77 feet;
Thence South 48 degrees 14 minutes 20 seconds West, a distance of 171.15 feet;
Thence South 43 degrees 12 minutes East, a distance of 124.32 feet to the point of beginning;

EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded February 28, 1979 in Docket 725, page 672.

AND EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded January 23, 1995 in Docket 1740, page 809.

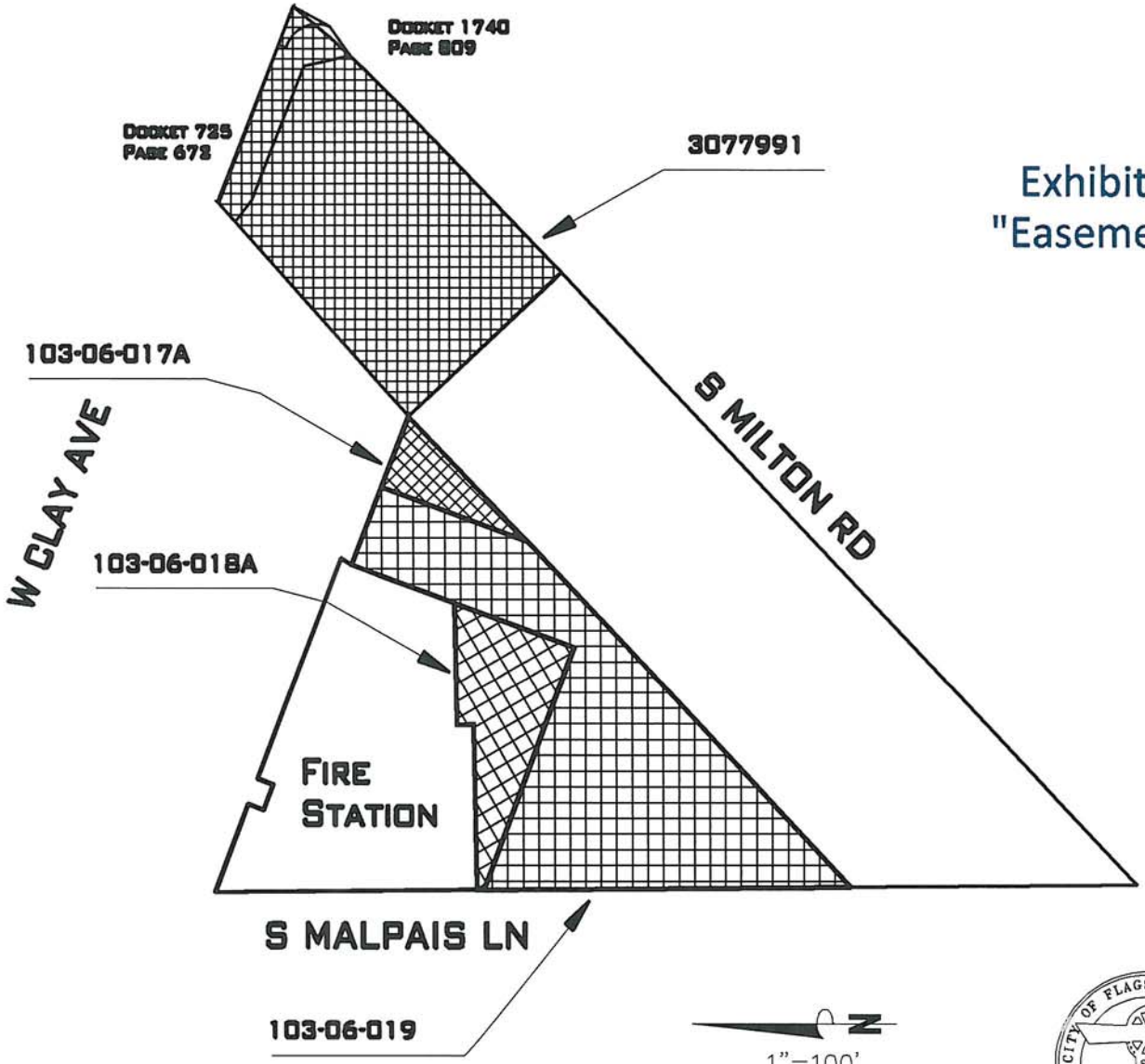

Exhibit C
"Easement"

LEGEND

GRANTOR PARCEL

Drawn By: DC Date: 11/7/13	City of Flagstaff	CITY FILE NO.	1/1

EXHIBIT C

EASEMENT

LEGAL DESCRIPTION

103-06-017A
#13253
11/14/2013

A parcel of land lying within the Northeast Quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

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Thence leaving said midsection line North 46°58'08" East, 195.07 feet to a ½" rebar with aluminum cap stamped "RLS 26406" at the northwest corner of a parcel of land as described in Inst. #3218319, Official Records of Coconino County, and as shown on R1;

Thence along the northwest property line of said parcel North 46°38'53" East, 89.04 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said property line North 20°33'48" East, 93.48 feet;

Thence South 68°58'27" East, 45.59 feet to a nail with brass tag "RLS 41502" on the northwest property line of said parcel as shown on R1;

Thence along the northwest property line of said parcel South 46°38'53" West, 103.67 feet to the **TRUE POINT OF BEGINNING**;

Containing 2,130 square feet, or 0.05 acres, more or less.

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

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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Thence along said midsection line North 0°28'51" West, 220.80 feet to a ½" rebar with aluminum cap stamped "RLS 48756" and the **TRUE POINT OF BEGINNING;**

Thence continuing along said midsection line North 0°28'51" West, 4.18 feet;

Thence leaving said midsection line North 88°56'56" East, 98.94 feet;

Thence North 0°51'46" West, 10.00 feet;

Thence North 88°56'56" East, 73.53 feet to a point on the easterly property line of a parcel of land as shown on R1;

Thence along said easterly property line South 20°33'48" West, 76.74 feet to a ½" rebar with aluminum cap stamped "RLS 48756" at the southeast corner of said parcel;

Thence along the southerly property line of said parcel North 69°26'16" West, 155.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 0.14 acres, more or less.

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

REGISTERED LAND SURVEYOR
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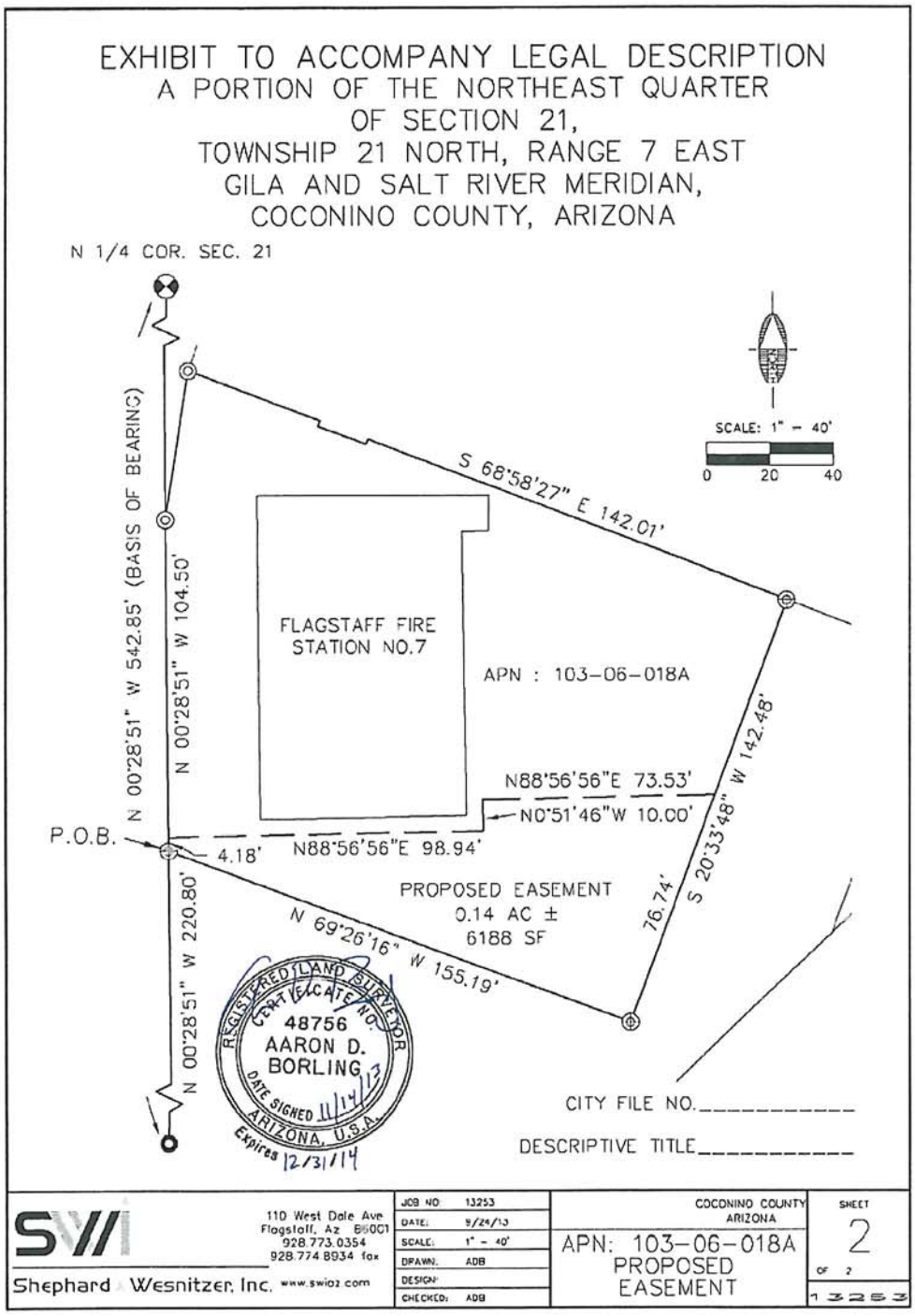

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Thence North 20°33'48" East, 142.48 feet to a ½" rebar with aluminum cap stamped "RLS 48756" at the northeast corner of said parcel;

Thence South 68°58'27" East, 50.00 feet;

Thence South 20°33'48" West, 93.48 feet to a point on the northwest property line of a parcel of land as described in Inst. #3218319 and as shown on R1;

Thence along said northwest property line South 46°38'53" West, 89.04 feet to a ½" rebar with aluminum cap stamped "RLS 26406" at the northwest corner of said parcel;

Thence South 46°58'08" West, 195.07 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.58 acres, more or less.

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Thence North 46 degrees 48 minutes East, along said Northerly right-of-way line, a distance of 132.92 feet to a point of curve;
Thence along the arc of a 723.94 foot radius curve, concave to the Northwest, with a central angle of 07 degrees 26 minutes 47 seconds, a distance of 94.09 feet;
Thence North 69 degrees 13 minutes 50 seconds West, a distance of 126.77 feet;
Thence South 48 degrees 14 minutes 20 seconds West, a distance of 171.15 feet;
Thence South 43 degrees 12 minutes East, a distance of 124.32 feet to the point of beginning;

EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded February 28, 1979 in Docket 725, page 672.

AND EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded January 23, 1995 in Docket 1740, page 809.

ORDINANCE NO. 2014-01

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES LOCATED BETWEEN MALPAIS LANE AND MILTON ROAD, AND AT THE CORNER OF MILTON ROAD AND CLAY AVENUE, FLAGSTAFF, ARIZONA, KNOWN AS FIRE STATION #7 AND PROPERTY NEARBY

RECITALS:

WHEREAS, the City of Flagstaff (the "City") is the owner of certain real properties located in between Malpais Lane and Milton Road and at the corner of Milton Road and Clay Avenue, situated within the City of Flagstaff, Coconino County, Arizona, known as Fire Station #7 and property nearby, more fully described in Exhibit A and Exhibit B, Legal Descriptions (the "Properties"); and

WHEREAS, pursuant to Article I, Section 3, and Article VII, Section 10, of the Flagstaff City Charter, the City may sell real property not needed or not likely to be needed within a reasonable future time; and

WHEREAS, the City Council of the City of Flagstaff (i) has determined that the Property is not needed or not likely to be needed within a reasonable future time aside from an easement for flood control purposes, and (ii) desires to sell whatever right, title or interest it has in the Property, yet retaining and reserving an easement for flood control purposes.

ENACTMENTS:

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

SECTION 1. That the sale or exchange of the Property, as more particularly described and depicted in Exhibit A and Exhibit B, attached to this Ordinance, subject to an easement for flood control purposes as will be evidenced in the actual deed, is hereby authorized.

SECTION 2. That the City Manager, the City Attorney, the City Clerk, the Finance Director, or other employees or agents as deemed necessary are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 7th day of January, 2014.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

LEGAL DESCRIPTION
103-06-017A Exhibit A
#13253
9/29/2013

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Thence leaving said property line North 20°33'48" East, 93.48 feet;

Thence South 68°58'27" East, 45.59 feet to a nail with brass tag "RLS 41502" on the northwest property line of said parcel as shown on R1;

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Containing 2,130 square feet, or 0.05 acres, more or less.

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on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

REGISTERED LAND SURVEYOR
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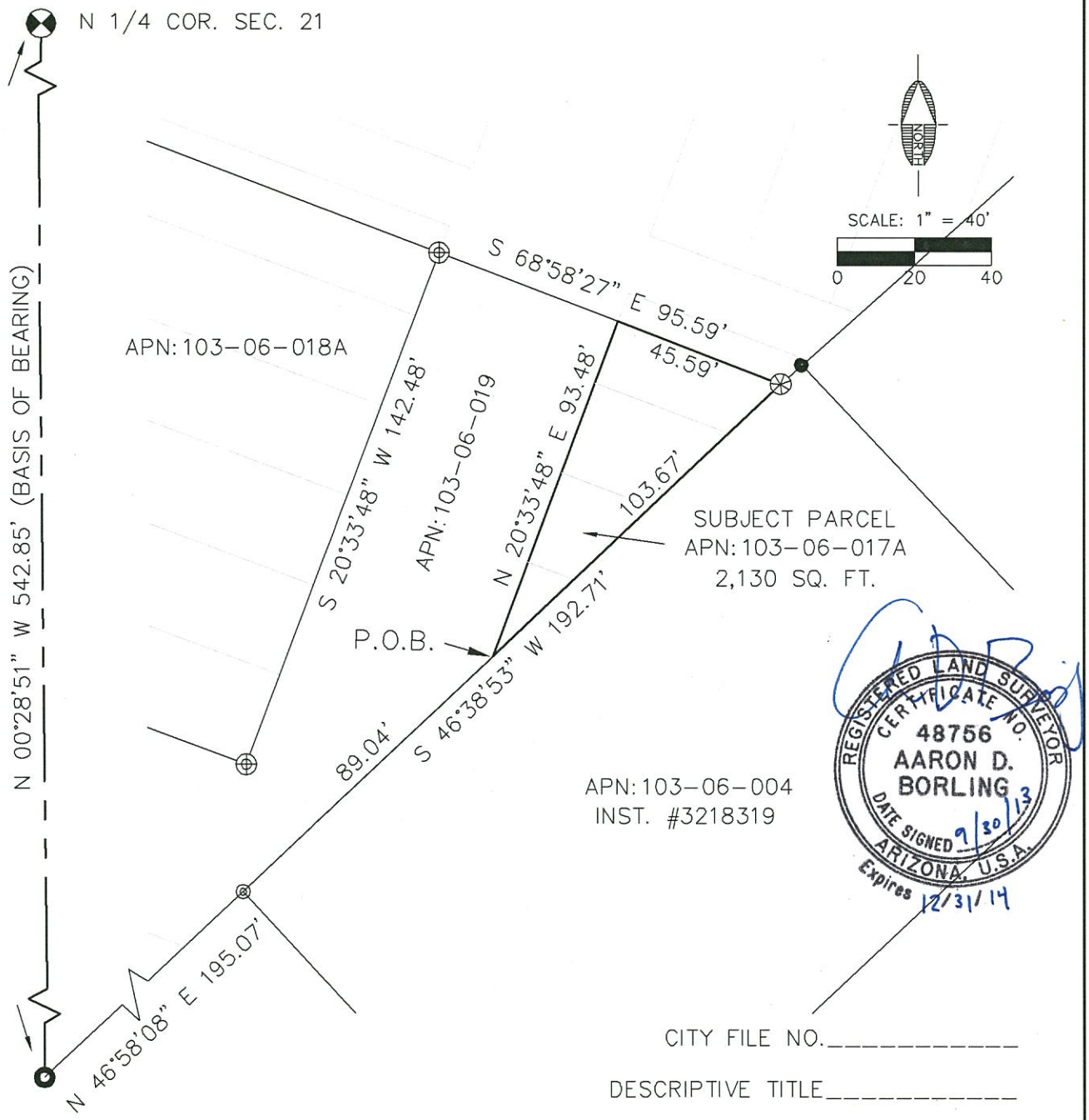

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Thence along said midsection line North 0°28'51" West 220.80' to a set 1/2" rebar with aluminum cap stamped "RLS 48756" and the **TRUE POINT OF BEGINNING**;

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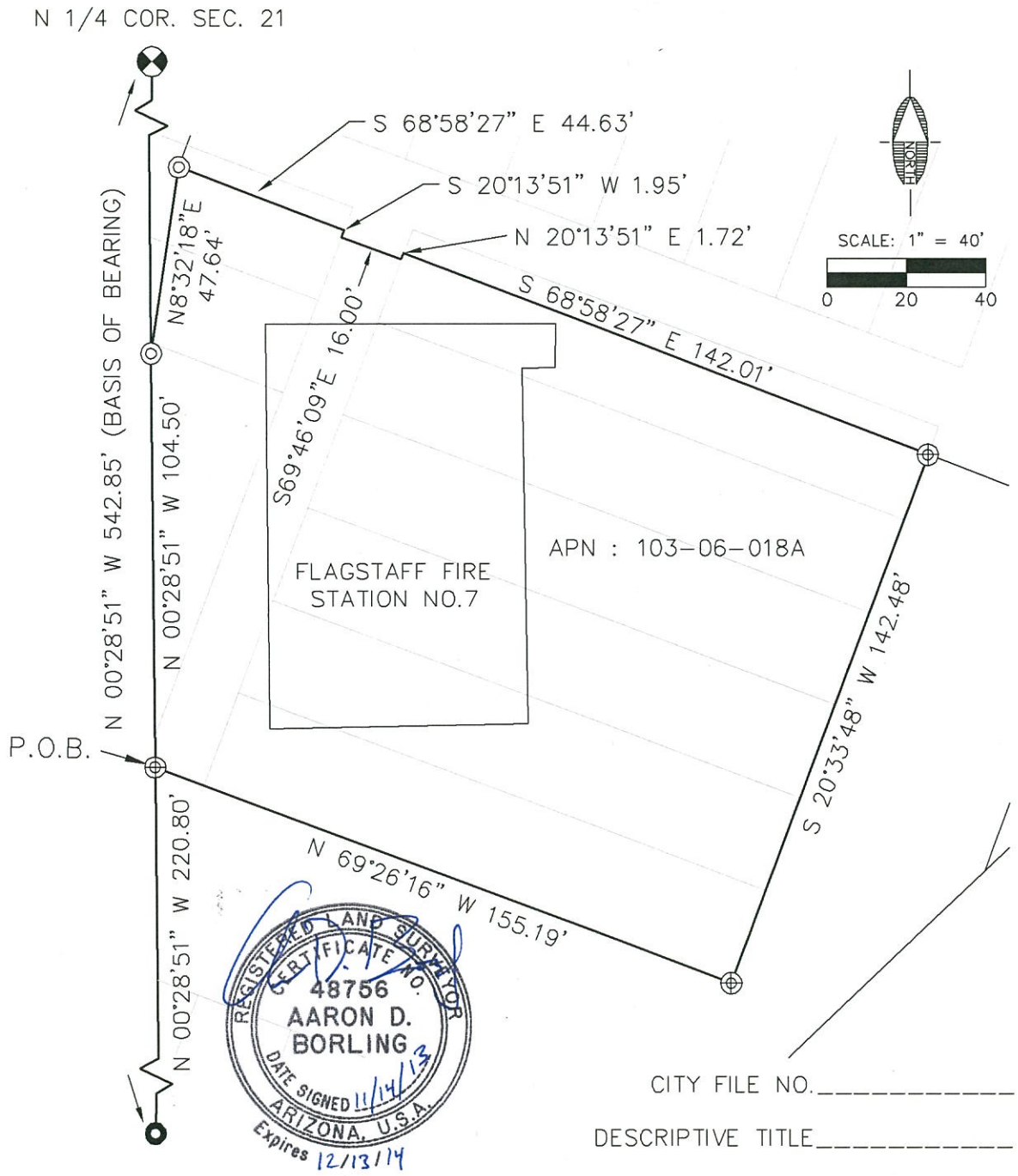

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Thence South 20°33'48" West, 93.48 feet to a point on the northwest property line of a parcel of land as described in Inst. #3218319 and as shown on R1;

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Thence South 46°58'08" West, 195.07 feet to the **TRUE POINT OF BEGINNING**;

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Descriptive Title_____

EXHIBIT B TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
DATE SIGNED 9/30/13
ARIZONA, U.S.A.
Expires 12/31/14

SWI Shephard Wesnitzer, Inc. www.swiaz.com 110 West Dale Ave Flagstaff, Az 86001 928.773.0354 928.774.8934 fax	JOB NO: 13253 DATE: 9/29/13 SCALE: 1" = 50' DRAWN: ADB DESIGN: CHECKED: ADB	COCONINO COUNTY ARIZONA APN: 103-06-019	SHEET 2 OF 2 13253

EXHIBIT A

That part of the Northwest quarter of Section 21, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the Northerly right-of-way line of U.S. Highways 66 and 89, said point bearing North 46 degrees 48 minutes East a distance of 510.00 feet from the intersection of the Northerly right-of-way line of said highway with the West line of the Northwest quarter of the Northeast quarter of said Section 21;
Thence North 46 degrees 48 minutes East, along said Northerly right-of-way line, a distance of 132.92 feet to a point of curve;
Thence along the arc of a 723.94 foot radius curve, concave to the Northwest, with a central angle of 07 degrees 26 minutes 47 seconds, a distance of 94.09 feet;
Thence North 69 degrees 13 minutes 50 seconds West, a distance of 126.77 feet;
Thence South 48 degrees 14 minutes 20 seconds West, a distance of 171.15 feet;
Thence South 43 degrees 12 minutes East, a distance of 124.32 feet to the point of beginning;

EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded February 28, 1979 in Docket 725, page 672.

AND EXCEPT that portion conveyed to the City of Flagstaff, a municipal corporation by Quit Claim deed for public roadway recorded January 23, 1995 in Docket 1740, page 809.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Barbara Goodrich, Management Services Director
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration and Possible Adoption of Ordinance No. 2014-03: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona, approving and authorizing the sale and issuance of City of Flagstaff, Arizona General Obligation Bonds, Series 2014A and General Obligation Refunding Bonds, Series 2014B, in the total aggregate principal amount of not to exceed $34,300,000 and all matters related thereto; prescribing certain terms and conditions of such bonds including the delegation to the Management Services Director of the City to designate the final principal amount, maturities, interest rates and yields and other matters with respect to such bonds as well as certain matters with respect to certain bonds being refunded with the proceeds of the sale thereof; awarding a contract for the purchase of such bonds and ratifying the distribution of a Preliminary Official Statement and approving a final Official Statement. **(Authorizing sale/issuance of bonds for projects)**

RECOMMENDED ACTION:

1) Read Ordinance No. 2014-03 by title only for the final time
2) City Clerk reads Ordinance No. 2014-03 by title only for the final time (if approved above)
3) Adopt Ordinance No. 2014-03

Policy Decision or Reason for Action:

This ordinance allows for the issuance of General Obligation debt as approved by voters in 1996, 2004, and 2012. In addition it allows for refunding a portion of the $31.5 million in bonds originally issued in 2006 to achieve interest savings for the City.

Financial Impact:

Series 2014A will be issued as New Money Bonds in an amount not to exceed $22.8 million to include all or a portion of the following:
1996 authorization - $1.1 million for Recreation purposes
2004 authorization - $5.5 million for Observatory Mesa and $2.2 million for FUTS/Open Space
2012 authorization - $14 million for a Core Services Maintenance Facility

Series 2014B will be issued as Refunding Bonds in an amount not to exceed $11.5 million to refund a portion of bonds issued in 2006.

These bonds will be issued as General Obligation Bonds and will be repaid through secondary property tax collections.

Connection to Council Goal:

Fund existing and consider expanded recreational services
Address Core Services Maintenance Facility
Effective governance

Previous Council Decision on This:

Council approved all bond questions that went to the voters.
Council approved the purchase of the Observatory Mesa.
Council approved the FY2014 budget which considered both the projects and the debt to pay for these projects.

Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the issuance of New Money Bonds and Refunding Bonds as General Obligation debt.
- Recommend changes to the Ordinance modifying the issuance of either the New Money Bonds and/or the Refunding Bonds
- Do not approve the issuance of General Obligation Debt.

Background/History:

On November 5, 1996 the City of Flagstaff voters approved $8.2 million in General Obligation bonding authority to address various recreation projects throughout the City. Of this, $7.1 million has been issued. This current ordinance contemplates the issuance of the remaining $1.1 million in bonding authority to provide improvements to Bushmaster Park.

On May 18, 2004 the City of Flagstaff voters approved 10 projects. Nine of these projects were approved to be issued as General Obligation (GO) debt payable through secondary property tax and the tenth was the USGS Campus enhancements to be paid through lease proceeds generated on that site. It is important to note that even through debt is authorized and issued as General Obligation debt, the repayment source is not always secondary property tax. For the water/wastewater projects noted below, the Utility fund pays the debt payment.

The status of the nine GO projects approved in 2004 is as follows:
$23.1 million for upgrades to our reclaimed system plant (Wildcat) - complete
$8.5 million for water wells - complete
$15 million for water rights (Red Gap) - complete
$16.8 million for Fire Fighting Facilities - complete
$7.6 million for Open Space and FUTS; $5.4 million issued to date, $2.2 million proposed;
$5.5 million for Observatory Mesa - $5.5 million proposed
$6.1 million Multi Generational Rec Center - complete
$8.6 million Aquatic Center - complete
$2.8 million Lake Mary Regional Park - not under current consideration

This ordinance contemplates the issuance of $2.2 million in the remaining Open Space/FUTS authority to be used both for the Observatory Mesa purchase and to continue the expansion of our City's FUTS trail system. The full $2.2 million in FUTS/Open Space bonds may not be issued dependent on the work program for the FUTS trail construction over the next two years. As authorized in this ordinance, Barbara Goodrich, Management Services Director will finalize this decision before the final bond sale. In addition the $5.5 million dedicated to the Observatory Mesa purchase is also proposed for issuance.

In 2012, the City voters approved $24 million in General Obligation bonds to be issued. $14 million for a Core Services Facility and $10 million for the Forest Health project. The City has issued the initial $2

million to advance the Forest Health project and this funding is believed to be adequate for the next two years. This ordinance contemplates the issuance of $14 million for the Core Services Facility. The entire amount is proposed at this time as the City is currently considering the responses on the site proposal RFP for this facility. The final amount that will be issued will be dependent on future decisions regarding the acceptance or rejection of the proposal responses. Again, as authorized in this ordinance, Barbara Goodrich, Management Services Director will finalize the amount to be issued before the final bond sale.

The $11.5 million in Refunding contemplates redeeming the principal amounts scheduled for July 1, 2017, 2018, 2019, 2020, and 2021 from the Series 2006 General Obligation bonds. There is no redemption premium what will need to be paid on these maturities. The redemption funds will be held in trust for these maturities to be paid to the current bond holders on July 1, 2016 as a redemption is not allowed before this date.

The proposed ordinance includes the maximums contemplated to be issued to provide the greatest flexibility in both amount and timing. The City successfully used this strategy in the bonds sold in 2012 allowing us to go into the market with the most favorable factors in play including market saturation, rates, and ratings.

Key Considerations:

The City has advanced the $5.5 million in funds for the Observatory Mesa purchase and needs to reimburse itself as Council authorized in the Reimbursement Resolution 2013-27 on November 5, 2013.

The $2.2 million in FUTS/Open dollars may be issued in whole or part dependent on the work program for the remainder of this fiscal year.

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The $1.1 million for the Recreation/Bushmaster project may be issued in whole dependent on the progress this project has made within the City, the Parks and Recreation Commission, and Council.

The $14 million for the Core Services facility may be issued in whole or part dependent on the progress this project has made within the City and the Council.

Expanded Financial Considerations:

Refunding Bonds: The City practice when contemplating a refunding to to save a minimum of 3% of the bonds being refunded after all costs are paid and/or a minimum of $150,000 in today's dollars. The savings currently calculated for the City are in excess of $300,000 meeting the 3% criteria.

The New Money Bonds will be paid through the assessment of secondary property taxes. The cumulative decline in secondary assessed valuation since 2010 has been 27.5%. As the City holds the secondary property tax rate flat, there has been a corresponding decline in the annual levy (revenue). While this revenue loss has been manageable within the existing City debt, the City is becoming increasingly challenged to fund the debt service on these new projects. In addition, the City did not anticipate issuing the Observatory Mesa debt as this land was not offered for consideration by the State Land Department and until this last year, it was presumed that this property would never become available. To meet the promise made to the public to hold the secondary property rate flat, the City will use a number of strategies including using the secondary property tax reserves, extending the repayment term from 20 years to 25 years, and/or delaying the repayment of principal until capacity is available from the completed payments on existing debt. These measures will likely result in an increased rate for this issue in comparison to the rates the City achieved in both 2012 and 2013.

Once the fund balance reserve has been spent, the City will not be able to replenish it. Legislation passed this last year now caps the annual assessed valuation increase and it sets a maximum levy amount annually to match the current debt payments and the payments anticipated through new issues. The City will no longer be able to use the leveler concept in setting this rate. The current $8

million dollar fund balance will be drawn down to approximately $1 million dollars over the next four to five years by holding the rate flat and employing the other strategies noted above.

Community Benefits and Considerations:

The community benefits by having the City complete the projects as promised to the voters in the 1996, 2004, and 2012 elections.

Community Involvement:

The process to authorize the issuance of debt is to ***INFORM*** the public.

The process to select the projects that were voted on by the public involved the other aspects of community involvement including:
CONSULT, INVOLVE, COLLABORATE, and EMPOWER.

Expanded Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the issuance of New Money Bonds and Refunding Bonds as General Obligation debt.
- Recommend changes to the Ordinance modifying the issuance of either the New Money Bonds and/or the Refunding Bonds
- Do not approve the issuance of General Obligation Debt.

Attachments: Ord. 2014-03
Draft Preliminary Official Statement

ORDINANCE NO. 2014-03

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2014A AND GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $34,300,000 AND ALL MATTERS RELATED THERETO; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS INCLUDING THE DELEGATION TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DESIGNATE THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND YIELDS AND OTHER MATTERS WITH RESPECT TO SUCH BONDS AS WELL AS CERTAIN MATTERS WITH RESPECT TO CERTAIN BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE THEREOF; AWARDING A CONTRACT FOR THE PURCHASE OF SUCH BONDS AND RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING A FINAL OFFICIAL STATEMENT

WHEREAS, at a special bond election held in and for the City of Flagstaff, Arizona (the "City"), on November 5, 1996 (the "1996 Election"), there was submitted to the qualified electors thereof, among others, the following question:

BONDS FOR PARKS AND RECREATION PURPOSES

Shall the City of Flagstaff be authorized to issue and sell General Obligation Bonds of the City in the principal amount of $8,200,000 for the purpose of improving and adding to the parks and recreation facilities by acquiring, constructing, reconstructing, improving and equipping parks and recreation facilities, and acquiring land of interests therein in connection therewith; and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection therewith, to be issued in one or more series, from time to time, to bear interest at a rate or rates not to exceed 10% per annum, interest payable at such times as determined by the City Council, and to mature at such times as determined by the City Council on or before a date not more than 13 years from the date or dates of issue?

A "YES" vote will have the effect of allowing the City Council to issue $8,200,000 in General Obligation Bonds for various park and recreation purposes.	**BONDS, YES**	☐
A "NO" vote will have the effect of not allowing the issuance of General Obligation Bonds for various park and	**BONDS, NO**	☐

recreation purposes but will not
prohibit the City Council from
authorizing cash for these purposes.

; and WHEREAS, the returns of the 1996 Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the 1996 Election, the total number of votes cast thereat, the total number of votes for and against the issuance of such bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the question was ordered and has been filed and recorded in the office of the County Recorder of Coconino County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the 1996 Election voted "BONDS, YES," in answer to such Question submitted; and

WHEREAS, at a special bond election held in and for the City on May 18, 2004 (the "2004 Election"), there was submitted to the qualified electors thereof, among others, the following questions:

QUESTION NO. 302

Purpose: **Neighborhood Open Space and FUTS Land Acquisition**

Amount: **$7,600,000**

To provide neighborhood open spaces and land for the Flagstaff Urban Trail System, shall the City of Flagstaff be authorized to sell and issue general obligation bonds in the principal amount of up to $7,600,000:

- for the acquisition of up to approximately 550 acres of open space lands in and around the City's neighborhoods consisting of wildlife habitat, geological features, riparian and scenic areas, and buffers spread throughout the City and for the connection of neighborhoods, parks, schools, employment, shopping and other areas with approximately 50 miles of the Flagstaff Urban Trails System; and

- to pay all costs and expenses properly incidental thereto and to the issuance of bonds?

The bonds will be in one or more series, will not mature more than 25 years from the date or dates of their issuance, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council.

A vote for the bonds shall have the effect of allowing the City Council to issue up to $7,600,000 in general obligation bonds for acquisition of land for the provision of neighborhood open spaces and the Flagstaff Urban Trails System.

For the Bonds ☐

A vote against the bonds shall have the Effect of not allowing the City Council to issue up to $7,600,000 in general obligation bonds for acquisition of land for the provision of neighborhood open spaces and the Flagstaff Urban Trails System.

Against the Bonds ☐

QUESTION NO. 303

Purpose: **Regional Open Space--Observatory Mesa Land Acquisition**

Amount: **$5,500,000**

To provide permanent natural open spaces for public use, shall the City of Flagstaff be authorized to sell and issue general obligation bonds in the principal amount of up to $5,500,000:

- for the acquisition of up to approximately 480 acres of Arizona State Trust lands for wildlife habitat protection and conservation of observatory viewing quality, which is located within the city limits along the urban/wildland interface on the western edge of the City on Observatory Mesa; and

- to pay all costs and expenses properly incidental thereto and to the issuance of bonds?

The bonds will be in one or more series, will not mature more than 25 years from the date or dates of their issue, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council.

A vote for the bonds shall have the effect of allowing the City Council to issue up to $5,500,000 in general obligation bonds for acquisition of Observatory Mesa open space lands.

For the Bonds ☐

A vote against the bonds shall have the Effect of not allowing the City Council to issue up to $5,500,000 in general obligation bonds for acquisition of Observatory Mesa open space lands.

Against the Bonds ☐

; and WHEREAS, the returns of the 2004 Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the 2004 Election, the total number of votes cast thereat, the total number of votes for and against the issuance of such bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the questions was ordered and has been filed and recorded in the office of the County Recorder of Coconino County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the 2004 Election voted "For the Bonds," in answer to such Questions submitted; and

WHEREAS, at a special bond election held in and for the City on November 6, 2012 (the "2012 Election" and, with the 1996 Election and the 2004 Election, the "Elections"), there was submitted to the qualified electors thereof, among others, the following question:

QUESTION NO. 102

Purpose: **Core Services Maintenance Facility**

Amount: **$14,000,000**

To provide adequate space for maintenance, storage and repair of City fleet and equipment; materials storage; administrative offices and space for other City needs including, Facility Maintenance, Park Maintenance, Street Maintenance, Solid Waste and other Public Works & Utility functions, shall the City of Flagstaff be authorized to sell and issue general obligation bonds in a principal amount up to $14,000,000:

- for acquisition of land, purchase of equipment, building design and construction, and/or rehabilitation of existing facilities for a core services maintenance center; and
- for the infrastructure and utilities associated with the acquired facilities; and
- to pay all costs and expenses properly incidental thereto and to the issuance of bonds?

The bonds may be issued in one or more series, will not mature more than 25 years from the date or dates of their issue, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council. The following sentence has been included on this ballot as required by Arizona Revised Statutes 35-454(C): The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A vote for the bonds shall have the effect of allowing the City Council to issue up to $14,000,000 in general obligation bonds to acquire land, purchase equipment, design and construct and/or rehabilitate an existing facility of a core services maintenance facility.	**For the Bonds**	☐
A vote against the bonds shall have the effect of not allowing the City Council to issue up to $14,000,000 in general obligation bonds to acquire land, purchase equipment, design and construct and/or rehabilitate an existing facility of a core services maintenance facility.	**Against the Bonds**	☐

; and WHEREAS, the returns of the 2012 Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the 2012 Election, the total number of votes cast thereat, the total number of votes for and against the issuance of such bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the question was ordered and has been filed and recorded in the office of the County Recorder of Coconino County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the 2012 Election voted "For the Bonds," in answer to such Question submitted; and

WHEREAS, the Mayor and Council of the City have determined to sell and issue a portion of the remaining amounts of such bonds (the "New Money Bonds") for the purposes granted at the Elections; and

WHEREAS, the Mayor and Council of the City have also determined that it is expedient to refund certain other bonds of the City (the "Bonds Being Refunded") and that the issuance of certain refunding bonds by the City (the "Refunding Bonds" and, with the New Money Bonds, the "Bonds") and the application of the net proceeds thereof to pay at maturity or earlier redemption the Bonds Being Refunded are necessary and advisable and in the best interests of the City and shall result in a present value debt service savings, net of costs associated with the Refunding Bonds, as a percentage of the Bonds Being Refunded of not less than three percent (3%); and

WHEREAS, the total aggregate of taxes levied to pay principal of and interest on the Refunding Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded; and

WHEREAS, the Mayor and Council of the City will receive a proposal from RBC Capital Markets, LLC (the "Underwriter") for the purchase of the Bonds and have determined that the Bonds be sold through negotiation to the Underwriter; and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Mayor and Council of the City are now empowered to proceed with the sale and issuance of the Bonds;

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

Section 1. (a) The New Money Bonds, to provide funds for purposes set forth in the above-mentioned forms of ballot questions submitted to the qualified electors of the City at the Elections, are hereby authorized to be sold and issued.

(b) The New Money Bonds constitute the third series of bonds of a total authorized amount of not to exceed $8,200,000 principal amount of bonds of the City approved by the qualified electors of the City at the 1996 Election; the fifth series of bonds of a total authorized amount of not to exceed $94,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the 2004 Election, and the second series of bonds of a total authorized amount of not to exceed $24,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the 2012 Election and are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes.

(c) The proceeds from the sale of the New Money Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Elections and for each respective purpose and project as set forth in the applicable question on the official form of ballot and the proceeds of the New Money Bonds shall be applied to each respective purpose and project as determined by the Management Services Director of the City on behalf of the City.

(d) Proceeds of the sale of the New Money Bonds shall be deposited in the treasury of the City to the credit of the "Series 2014A Construction Fund" account. The City will use appropriate project fund accounting to track the four separate projects as follows in the amounts determined as provided in subsection (c):

Name of Account

"Parks and Recreational Facilities Account - Series 2014A"

"Neighborhood Open Space Account – Series 2014A"

"Regional Open Space Account - Series 2014A"

"Core Services Maintenance Facility Account - Series 2014A"

to be used solely for the purposes specified in the aforementioned ballot questions submitted to the qualified electors of the City at the Elections; provided, however, that (a) such proceeds may be invested in the manner and under the circumstances allowed by law and (b) any moneys remaining after such purposes shall have been accomplished shall be transferred to the applicable, hereinafter defined "Redemption Fund" and "Interest Fund" in the same fashion as taxes.

Section 2. (a) The Refunding Bonds, to provide funds for the purposes set forth hereinabove and to pay all costs and expenses properly incidental thereto, are hereby authorized to be sold and issued.

(b) The Refunding Bonds are authorized by the provisions of Title 35, Chapter 3, Article 4, Arizona Revised Statutes.

(c) As provided in subsection (d), the proceeds of the sale of the Refunding Bonds shall be invested in obligations issued by the United States government (hereinafter referred to as "Government Obligations"), so long as such Government Obligations shall mature with interest so as to provide funds to pay at maturity or upon earlier redemption the Bonds Being Refunded together with interest thereon and redemption premiums, if any, and such proceeds or Government Obligations shall, and other funds legally available for such purposes may, be deposited in respective principal and interest redemption funds and shall be held in trust (hereinafter referred to as the "Trust") for the payment of the Bonds Being Refunded with interest and redemption premiums, if any, at maturity or upon redemption. The owners of the Refunding Bonds shall rely upon the sufficiency of the funds or Government Obligations held in the Trust for the payment of the Bonds Being Refunded. The issuance of the Refunding Bonds shall in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal and interest on the Bonds Being Refunded if the investments in such redemption funds prove insufficient.

(d) (1) The proceeds of the sale of the Refunding Bonds shall be applied, along with the moneys to be transferred from the interest and redemption funds for the Bonds Being Refunded over and above amounts needed to make payments on such bonds on or before the first day of the fiscal year next preceding, to create the Trust pursuant to the Escrow Trust Agreement which shall be an irrevocable

trust for the benefit of the owners of the Refunding Bonds. As provided in subsection (c), amounts credited to the Trust, other than any beginning cash balance, shall be invested immediately in Government Obligations, the maturing principal of and interest on which, together with any beginning cash balance, are to be sufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded as the same become due.

(2) Any balance of the net proceeds of the Refunding Bonds remaining after creation of the Trust shall be transferred to the Debt Service Fund for the Refunding Bonds.

(e) The Management Services Director is hereby authorized and directed to execute and deliver an irrevocable Escrow Trust Agreement (hereinafter referred to as the "Escrow Trust Agreement") with a national banking association authorized to do trust business in the State of Arizona appointed by the Management Services Director of the City, with respect to the safekeeping and handling of moneys and Government Obligations to be held in the Trust for the payment of the Bonds Being Refunded in a standard form, with such additions, deletions and modifications as shall be approved by the Management Services Director, and such execution and delivery shall constitute conclusive evidence of the approval of such officer of any departures from such form.

(f) The Mayor and Council of the City hereby order that the Bonds Being Refunded be redeemed on the respective redemption dates determined as provided in Section 5 hereof. All actions to refund the Bonds Being Refunded, whether taken before or after adoption of this Ordinance, are ratified and confirmed and approved, respectively.

Section 3. The New Money Bonds shall be designated "General Obligation Bonds, Series 2014A," and the Refunding Bonds shall be designated "General Obligation Refunding Bonds, Series 2014B."

Section 4. The Management Services Director of the City is hereby authorized and directed to determine on behalf of the City: (1) the sales date of the Bonds and the dated date and principal amount of each series of the Bonds (but not to exceed $34,300,000 principal amount) and, with respect to the New Money Bonds, the amounts to be allocated to each of the purposes authorized by the Elections and to the City's legally available constitutional debt limits for indebtedness; (2) the final principal and maturity schedule of each series of the Bonds (but none of the New Money Bonds allocated to bonds authorized by the 1996 Election to mature more than thirteen (13) years from their date of issuance and none of the New Money Bonds allocated to bonds authorized by the 2004 Election and the 2012 Election to mature more than twenty-five (25) years from their date of issuance) and the series designation and principal and maturity schedules for the Bond Being Refunded; (3) the interest rate on each maturity of each series of the Bonds (but not to exceed ten percent (10%) per annum) and the dates for payment of such interest (the

"interest payment dates"); (4) the provisions for redemption in advance of maturity of the Bonds and the determinations of exercise of redemption provisions for the Bonds Being Refunded; (5) the sales price and terms of each series of the Bonds (including for underwriting compensation, original issue discount and premium) and (6) the provision for credit enhancement, if any, for the Bonds upon the advice of the Underwriter; provided, however, that such determinations must result in a yield for federal income tax purposes of not to exceed five percent (5%) with respect to the Bonds and, with respect to the Refunding Bonds, the savings indicated in the recitals hereto.

Section 5. (a) Each series of the Bonds shall separately be numbered, by maturity, from 1 consecutively upwards; shall be fully registered Bonds without coupons; shall be in the denomination of $5,000 of principal or any integral multiple thereof and shall bear interest from the most recent July 1 or January 1 to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date. The principal of and premium, if any, on the Bonds shall be payable upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as such term is hereinafter defined). Interest on the Bonds shall be payable by check mailed to the registered owner thereof, as shown on the registration books for each series of the Bonds maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. Such special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of the Bonds not less than ten (10) days prior thereto. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

(b) (i) The Bank of New York Mellon Trust Company, N.A. is hereby appointed as the initial bond registrar and paying agent with respect to each series of the Bonds (the "Bond Registrar and Paying Agent"), and the Management Services Director of the City is hereby authorized and directed to execute and deliver a standard form of contract therewith covering such services, with such additions, deletions and modifications as shall be approved by the Management Services Director of the City, and such execution and delivery shall constitute conclusive evidence of the approval of such officer thereto. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond. A Bond may be transferred on the applicable registration books upon delivery of

the Bond to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(ii) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the applicable registration books and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the denominations of $5,000 of principal amount or any integral multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section. All costs and expenses of initial registration and payment shall be borne by the City, but the City or the Bond Registrar and Paying Agent shall charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(iii) The City and the Bond Registrar and Paying Agent shall not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) business day next preceding either any interest payment date or any date of selection of Bonds to be redeemed and ending with the close of business on the interest payment date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption.

(iv) At the time of issuance thereof, each series of the Bonds shall separately be subject to a Book-Entry System (as that term is hereinafter defined) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as that term is hereinafter defined) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall

initially be evidenced by one typewritten certificate for each maturity of such series in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(A) to any successor Depository designated pursuant to subsection (3) of this subsection;

(B) to any successor nominee designated by a Depository or

(C) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as that term is hereinafter defined) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Ordinance regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form for the applicable series and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Bonds and whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository; "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

(c) Not more than forty-five (45) nor less than thirty (30) days before any redemption date, the Bond Registrar and Paying Agent shall cause a notice of any such redemption to be mailed by first class mail, postage prepaid, to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar and Paying Agent. Failure to mail notice to any registered owner of Bonds shall not affect the validity of the proceeding for the redemption of Bonds with respect to the registered owners of other Bonds.

Section 6. In case any Bond becomes mutilated, destroyed or lost, the City shall cause to be executed and delivered a new Bond of like series, type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 7. (a) The Bonds shall be executed on behalf of the City by the Mayor and attested by the Clerk of the City and, in the case of the Refunding Bonds, countersigned by the Management Services Director of the City with their manual or facsimile signatures, and such officials are hereby authorized and directed to execute, attest and countersign the Bonds as aforesaid.

(b) The Management Services Director of the City is hereby authorized to execute and deliver the heretofore described Escrow Trust Agreement and the contract with the Bond Registrar and Paying Agent, the hereinafter described Undertaking and the Bond Purchase Agreement.

Section 8. The Bonds shall be in substantially the following form, allowing those executing the Bonds to make the insertions and deletions necessary to conform the Bonds hereto:

[Form of Bond]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED NO. ..... REGISTERED $.....

UNITED STATES OF AMERICA

STATE OF ARIZONA COUNTY OF COCONINO

CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION [REFUNDING]** BOND
SERIES 2014[A/B]

Interest Rate:	Maturity Date:	Dated as of:	CUSIP:
.....% per annum	.....	....., 2014	338423 ....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: ..... DOLLARS

THE CITY OF FLAGSTAFF, ARIZONA, a body politic and corporate, duly created and existing under the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the Registered Owner indicated above, or registered assigns, the Principal Amount indicated above on the aforesaid Maturity Date, and to pay interest on the Principal Amount at the aforesaid Interest Rate on July 1, 20..., and on January 1 and July 1 of each year thereafter (each an "interest payment date") from the date of this Bond to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of .... (the "Bond Registrar and Paying Agent"). Interest on this Bond is payable by check mailed to the registered owner hereof, as shown on the registration books for this series maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the

* Insert so long as The Depository Trust Company, New York, New York, is the Depository.

** Insert in the Refunding Bonds only.

"regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of the Bonds not less than 10 days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

[The bonds of this series (the "Bonds") represent the third installment of an aggregate voted amount of $8,200,000 principal amount approved at a special bond election duly called and held in and for the City of Flagstaff, Arizona (the "City"), on November 5, 1996 (the "1996 Election"); the fifth installment of an aggregate voted amount of $94,000,000 principal amount approved at a special bond election duly called and held in and for the City on May 18, 2004, and the second installment of an aggregate voted amount of $24,000,000 principal amount approved at a special bond election duly called and held in and for the City on November 6, 2012, for the purposes provided in the question submitted to the qualified electors of the City at the 1996 Election titled "BONDS FOR PARKS AND RECREATION PURPOSES" and Questions No.s 302, 303 and 102, respectively, considered at the subsequent elections]*. [The bonds of this series (the "Bonds") are issued to refund certain outstanding bonds of the City (the "Bonds Being Refunded").]** This Bond is one of a series of such bonds, issued in the aggregate principal amount of $.....,000, of like tenor except as to maturity date, rate of interest and number by virtue of an ordinance (the "Ordinance"), duly adopted prior to the issuance hereof, and pursuant to and in conformity with the constitution and the laws of the State of Arizona, including particularly, Article [3/4] of Chapter 3 of Title 35 of the Arizona Revised Statutes, the Charter of the City and all other laws of the State of Arizona relating thereto.

For the punctual payment of this Bond, and the interest hereon, there shall be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* tax sufficient to pay all such principal and interest of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected[; provided, however, that the issuance of the Bonds shall in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal and interest on the Bonds Being Refunded if the obligations of the United States government in which net proceeds of the Bonds are held to

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* Insert in the New Money Bonds only.

** Insert in the Refunding Bonds only.

provide funds to pay when due, or called for redemption, the Bonds Being Refunded together with interest thereon, and with other funds legally available for such purposes deposited in the respective principal and interest redemption funds and held for the payment of the Bonds Being Refunded with interest on maturity or upon an available redemption date prove insufficient and further that the total aggregate of taxes levied to pay principal and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the funds and securities held irrevocably in trust for payment of the Bonds Being Refunded.]*

The Bonds maturing on July 1, ..., and July 1, ..., are not subject to redemption prior to maturity. The Bonds maturing on or after July 1, ..., are subject to optional redemption prior to maturity, in whole or in part, on July 1, ..., or any interest payment date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium, the premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 1, ..., and January 1, ...	....%
July 1, ..., and thereafter	0.0

The Bonds maturing on July 1, ..., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 1, ..., shall mature on July 1, ...

* Insert in the Refunding Bonds only.

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ..., outstanding a principal amount of the Bonds maturing on July 1, ..., equal to the aggregate principal amount of the Bonds maturing on July 1, ..., to be redeemed and shall redeem such Bonds maturing on July 1, ..., on the next July 1 and give notice of such redemption.

Not more than forty-five (45) nor less than thirty (30) days before any redemption date, the Bond Registrar and Paying Agent shall cause a notice of any such redemption to be mailed by first class mail, postage prepaid, to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar and Paying Agent. Failure to mail notice to any registered owner of Bonds shall not affect the validity of the proceeding for the redemption of Bonds with respect to the registered owners of other Bonds.

The Bond Registrar and Paying Agent will maintain the books of the City for the registration of ownership of each Bond as provided in the Ordinance.

This Bond may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration books and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the denominations of $5,000 of principal amount or any integral multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Ordinance. All costs and expenses of initial registration and payment will be borne by the City, but the City or the Bond Registrar and Paying Agent will charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next

preceding either any interest payment date or any date of selection of Bonds to be redeemed and ending with the close of business on the interest payment date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption.

This Bond shall not be entitled to any security or benefit under the Ordinance or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation; and (iii) that due provision has been made for the levy and collection of a direct, annual, *ad valorem* tax upon taxable property within the City over and above all other taxes authorized as limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF FLAGSTAFF, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of its Mayor and attested by the facsimile signature of its Clerk [and countersigned by the facsimile signature of the Management Services Director.]*

CITY OF FLAGSTAFF, ARIZONA

By (Facsimile) .....
Mayor

ATTEST:

(Facsimile) .....
Clerk

[COUNTERSIGN:

(Facsimile) .....
Management Services Director]*

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the City of Flagstaff, Arizona General Obligation [Refunding]* Bonds, Series 2014[A/B].

Date of Authentication: .....

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Officer

* Insert in the Refunding Bonds only.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....

Signature Guaranteed:

....

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulation.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list.

Section 9. In each year while any of the Bonds shall be outstanding, there shall be and hereby is levied upon all taxable property within the City a continuing, direct, annual, *ad valorem* tax over and above all other taxes authorized or limited by law, which tax, together with other funds then on hand and available for such purposes, shall be sufficient to pay the principal of and interest on the Bonds as the same become due, provided, however, that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity on the Bonds Being Refunded. The tax shall be extended and collected for the City, and the officials of the City and Coconino County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Mayor and Council of the City, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of an applicable, separate "Bond Fund" of the City for each series of the Bonds, from which funds the Bonds shall be payable, which tax moneys shall be held in subfunds in each such fund to be known as the "Interest Fund" and the "Redemption Fund", which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of the applicable series of the Bonds.

Section 10. The Management Services Director of the City is hereby authorized to accept a proposal of the Underwriter for the purchase of the Bonds, and the Bonds are hereby ordered sold to the Underwriter in accordance with the terms of the Bond Purchase Agreement presented to the Mayor and Council of the City at the meeting at which this Ordinance was adopted (the "Bond Purchase Agreement") and which is hereby approved. The Management Services Director of the City is hereby authorized to execute and deliver the Bond Purchase Agreement, for and on behalf of the City, in substantially the form submitted to the Mayor and Council of the City at the meeting at which this Ordinance was adopted and in a final form satisfactory to the Management Services Director of the City, and such execution and delivery by the Management Services Director of the City shall indicate the approval thereof on behalf of the City by the City. Upon the sale of the Bonds in accordance with the accepted proposal of the Underwriter and the provisions of this Ordinance and payment therefor, the Mayor, the Clerk or the Management Services Director of the City, or any of them, are hereby authorized and directed to deliver the Bonds to the Underwriter upon receipt of payment therefor.

Section 11. (a) The City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended, or "private activity bonds" as that term is defined in section 141 (or any successor provision thereto) of such Code, and the City shall comply with the requirements

of such Code sections and related regulations throughout the term of the Bonds. (Particularly, the City shall be the owner of the facilities financed or refinanced with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as such term is defined in the next Section), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities.) Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury. The Mayor and Council of the City hereby further covenant and agree to comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (originally as provided in Section 12 hereof) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Mayor and Council of the City covenant, and the appropriate officials of the City are hereby directed, to take all action required or to refrain from taking any action prohibited by such Code which would adversely affect in any respect such exclusion.

(b) (i) The City shall take all necessary and desirable steps, as determined by the Mayor and Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under such Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion (as that term is hereinafter defined) that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of such Code. In the event the City receives such a Bond Counsel's Opinion, the parties agree to amend this Ordinance to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable

steps, as determined by the Mayor and Council, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations section 1.148-3(h) with respect to such Code.

Section 12. (a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the arbitrage certificate of the City delivered in connection with the issuance of the Bonds.

(b) The following terms shall have the following meanings:

Bond Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield is as indicated in such arbitrage certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is as indicated in such arbitrage certificate, which is the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters of wholesalers) at which price a substantial amount of the Bonds was sold, less any bond insurance premium and reserve surety bond premium. Issue price shall be determined as provided in Regulations section 1.148-1(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a

substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e., have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code, is hereby authorized.

Section 13. (a) (1) The preparation, distribution and use of the Preliminary Official Statement relating to the Bonds in substantially the form presented to the Mayor and Council of the City before the meeting at which this Ordinance was adopted is in all respects hereby ratified, approved and confirmed, and the Management Services Director of the City is hereby authorized to deem the same "final" for purposes of applicable securities laws when finalized.

(2) The Underwriter is authorized to cause to be prepared, and the Management Services Director of the City is authorized and directed to approve, on behalf of the Mayor and Council of the City, and the Management Services Director of the City to execute, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The

execution of such final Official Statement by the Mayor of the City shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Mayor and Council of the City.

(b) Subject to annual appropriation to cover the costs of preparing and mailing as necessary therefor, the City shall comply with and carry out all the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (hereinafter referred to as the "Undertaking") with respect to the Bonds which the Management Services Director of the City is hereby authorized, for and on behalf of the City, to execute and deliver in substantially the form included in such final Official Statement, with such additions, deletions and modifications as shall be approved by the Management Services Director of the City, and such execution and delivery shall constitute evidence of the approval of such officer of any departures from such form. Notwithstanding any other provision of this Ordinance, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any Beneficial Owner (as that term is hereinafter defined) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Section 14. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall be the registered owners of the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract among the City and the registered owners of the Bonds.

Section 15. If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. The Mayor and Council of the City hereby declare that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable.

Section 16. All actions of the officers and agents of the City including the Mayor and Council of the City which conform to the purposes and intent of this Ordinance and which further the issuance and sale of the Bonds as contemplated by this Ordinance, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby

authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

Section 17. All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 18. All formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, on this 21st day of January, 2014.

.....
MAYOR

ATTEST:

.....
CITY CLERK

APPROVED AS TO FORM:

.....
CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Ordinance No. 2014-_____ was duly passed and adopted by the Mayor and the Council of the City of Flagstaff, Arizona, at a regular meeting held on the 21st day of January, 2014, and the vote was .... ayes and .... nays and that the Mayor and .... Councilmembers were present thereat.

.....
Elizabeth A. Burke, Clerk, City of
Flagstaff, Arizona

330953772.3-12/30/2013

This Preliminary Official Statement and the information contained herein are subject to change without notice and to completion or amendment in a Final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under other securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014

NEW ISSUE – BOOK ENTRY ONLY **RATINGS: See "Ratings" herein**

In the opinion of Bond Counsel, assuming compliance with certain tax covenants, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, but will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Bonds. Bond Counsel is further of the opinion that the interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona. See also "TAX MATTERS - Original Issue Discount and Original Issue Premium" herein.

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS
SERIES 2014A

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014B

Dated: Date of Initial Delivery **Due: July 1, as shown on the inside front cover page**

The General Obligation Bonds, Series 2014A (the "New Money Bonds") and General Obligation Refunding Bonds, Series 2014B (the "Refunding Bonds" and, together with the New Money Bonds, the "Bonds") of the City of Flagstaff, Arizona (the "City"), will be available in book-entry-only form through the book-entry system of The Depository Trust Company ("DTC") only through DTC participants in amounts of $5,000 of principal of the applicable series due on a specific maturity date or integral multiples thereof. Purchasers will not receive certificates representing their beneficial interest in the Bonds. Utilization of the book-entry-only system will affect the method and timing of payment and the method of transfer of beneficial interest in the Bonds. The City will make all payments of principal and interest to DTC or its nominee, when due. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the purchasers of beneficial interests in the Bonds (the "Beneficial Owners"). All references herein to owners of the Bonds (except those under the heading "TAX MATTERS") will refer to DTC and not the Beneficial Owners. See Appendix E – "Book-Entry-Only System".

The Bonds will mature on the dates, in the amounts and will bear interest at the rates set forth on the inside front cover page. Interest on the Bonds will accrue from the dated date of the Bonds and will be paid to the owners of the Bonds semiannually on January 1 and July 1 of each year, commencing January 1, 2015*.

The Bonds will be subject to redemption prior to maturity as described herein.*

The New Money Bonds are being issued for the purpose of providing funds to make certain improvements within the City and to pay costs relating to the issuance of the New Money Bonds. The Refunding Bonds are being issued to provide funds to refund certain outstanding general obligation bonds of the City (the "Bonds Being Refunded") and to pay costs relating to the issuance of the Refunding Bonds.

MATURITY SCHEDULE AND ADDITIONAL INFORMATION ON INSIDE FRONT COVER PAGE

The Bonds will be payable as to both principal and interest from *ad valorem* taxes levied against all taxable property within the boundaries of the City as more fully described herein, without limitation as to rate or amount with respect to the New Money Bonds and without limitation as to rate for the Refunding Bonds but with the limitation that the total aggregate of taxes levied to pay principal of and interest on the Refunding Bonds in aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The issuance of the Refunding Bonds will in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for payment of the principal and interest on the Bonds Being Refunded to pay when due, or called for redemption, the Bonds Being Refunded, together with interest thereon and with other funds legally available for such purposes deposited in the Trust (as defined herein) and held for the payment of the Bonds Being Refunded prove insufficient. The owners of the Refunding Bonds must rely on the sufficiency of the funds held for payment of the Bonds Being Refunded. See "THE BONDS– Security and Source of Payment" and "PLAN OF REFUNDING."

This cover page contains only a brief description of the Bonds and the security therefor. It is not a summary of all material information with respect to the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

The Bonds are offered when, as and if issued, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain matters will be passed upon for the Underwriter by Squire Sanders (US) LLP, Phoenix, Arizona. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about _____, 2014.*

RBC CAPITAL MARKETS

* Preliminary, subject to change.

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS
SERIES 2014A

Maturity Schedule*

Due July 1	Principal Amount	Interest Rate	Yield	CUSIP[(a)] 338423
2014	$	%	%	
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014B

Maturity Schedule*

Due July 1	Principal Amount	Interest Rate	Yield	CUSIP[(a)] 338423
2014	$	%	%	
2015				
2016				
2017				
2018				
2019				
2020				
2021				

[(a)] Copyright 2014, American Bankers Association. CUSIP data is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association. CUSIP numbers are provided for information only. None of the City, the Underwriter or their counsel take responsibility for the accuracy of such numbers.

* Preliminary, subject to change.

CITY OF FLAGSTAFF, ARIZONA

CITY COUNCIL

Jerry Nabours
Mayor

Coral Evans, *Vice Mayor*

Celia Barotz, *Member*

Karla Brewster, *Member*

Jeff Oravits, *Member*

Scott Overton, *Member*

Mark Woodson, *Member*

ADMINISTRATIVE OFFICIALS

Kevin Burke
City Manager

Josh Copley
Deputy City Manager

Jerene Watson
Deputy City Manager

Barbara Goodrich
Management Services Director

Michelle D'Andrea
City Attorney

Elizabeth Burke
City Clerk

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

BOND REGISTRAR, PAYING AGENT AND ESCROW TRUSTEE

The Bank of New York Mellon Trust Company, N.A.

Los Angeles, California

This Official Statement, which includes the cover page, inside front cover page and Appendices hereto, does not constitute an offering of any security other than the original offering of the Bonds identified on the inside front cover page hereof. No dealer, broker, salesperson or other person has been authorized by the City of Flagstaff, Arizona (the "City") or RBC Capital Markets, LLC (the "Underwriter") to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The issuance and sale of the Bonds have not been registered under the federal Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Section 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities; nor has the issue been qualified under the Securities Act of Arizona, in reliance upon various exemptions in such Act. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in this Official Statement has been obtained from the City and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a promise by, any of the foregoing. The presentation of such information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. All forecasts, projections, assumptions, opinions or estimates are "forward looking statements," which must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

A wide variety of other information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The information contained herein in Appendix E – "Book-Entry-Only System" has been furnished by The Depository Trust Company, and no representation has been made by the City or the Underwriter, or any of their counsel or agents, as to the accuracy or completeness of such information.

The City has undertaken to provide continuing disclosure with respect to the Bonds as required by Rule 15c2-12 of the Securities and Exchange Commission. See "CONTINUING DISCLOSURE" and Appendix C – "Form of Continuing Disclosure Undertaking" herein.

TABLE OF CONTENTS

Page

INTRODUCTION 1
THE BONDS 1
Authorization and Use of Funds 1
General Description 1
Security and Source of Payment 2
Redemption Provisions 2
PLAN OF REFUNDING 3
General 3
Bonds Being Refunded 3
VERIFICATION OF MATHEMATICAL COMPUTATIONS 3
SOURCES AND USES OF FUNDS 4
LITIGATION 4
LEGAL MATTERS 4
TAX MATTERS 5
General 5
Information Reporting and Backup Withholding 6
Original Issue Discount and Original Issue Premium 6
RATINGS 7
UNDERWRITING 7
CONTINUING DISCLOSURE 7
FINANCIAL STATEMENTS 7
CONCLUDING STATEMENT 8

Appendix A – City of Flagstaff, Arizona General and Financial Information
Appendix B – Form of Opinion of Bond Counsel
Appendix C – Form of Continuing Disclosure Undertaking
Appendix D – Comprehensive Annual Financial Report of the City of Flagstaff, Arizona for the Fiscal Year Ended June 30, 2013
Appendix E – Book-Entry-Only System

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS
SERIES 2014A

$_____*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014B

INTRODUCTION

This Official Statement, which includes the cover page, inside front cover page and Appendices hereto, sets forth information concerning the offering by the City of Flagstaff, Arizona (the "City") of its General Obligation Bonds, Series 2014A in the aggregate principal amount of $_____* (the "New Money Bonds") and General Obligation Refunding Bonds, Series 2014B (the "Refunding Bonds" and, together with the New Money Bonds, the "Bonds"). See Appendix A and Appendix D for certain information regarding the City.

Reference to provisions of State of Arizona (the "State" or "Arizona") law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

THE BONDS

Authorization and Use of Funds

The New Money Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3 of the Arizona Revised Statutes, and an ordinance adopted by the Mayor and Council of the City on January 21, 2014* (the "Ordinance"). The New Money Bonds will constitute a portion of the bonds authorized by the voters at special bond elections held in the City on November 5, 1996, May 18, 2004 and November 6, 2012, and will be issued for the following purposes (collectively, the "Projects") and to pay costs of issuance of the New Money Bonds:

(i)	$1,100,000	Parks & Recreational Facilities
(ii)	$2,200,000	Open Space/Flagstaff Urban Trail System
(iii)	$5,500,000	Observatory Mesa Land Acquisition
(iv)	[$14,000,000]	Core Services Maintenance Facility (Public Works)

The Refunding Bonds will be issued by the City pursuant to Title 35, Chapter 3, Article 4 of the Arizona Revised Statutes and the Ordinance to refund certain outstanding general obligation bonds of the City as described herein under "PLAN OF REFUNDING" (the "Bonds Being Refunded") and to pay costs of issuance of the Refunding Bonds.

Proceeds from the Refunding Bonds will be used (1) to establish an irrevocable trust of moneys and obligations issued by the United States of America (the "Government Obligations") which will provide funds to pay, when due, principal of and interest on the Bonds Being Refunded. The moneys and the Government Obligations will be held in an irrevocable trust (the "Trust") for the owners of the Bonds Being Refunded with The Bank of New York Mellon Trust Company, N.A. (the "Escrow Trustee").

General Description

The Bonds will be available in book-entry-only form through the book entry system of The Depository Trust Company, New York, New York ("DTC"). Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in amounts of $5,000 of principal of the applicable series due on a specific maturity date or integral multiples thereof. See Appendix E – "Book-Entry-Only System." The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. The Bonds will bear interest from their dated date to their stated maturity or earlier redemption at the rates set forth on such inside front cover page, payable semiannually on January 1 and July 1 (each an "Interest Payment Date") of each year, commencing January 1, 2015*.

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*Preliminary, subject to change.

Security and Source of Payment

The New Money Bonds will be direct, general obligations of the City, payable as to principal and interest from *ad valorem* taxes to be levied on all taxable property within the City without limitation as to rate or amount.

The Refunding Bonds will be direct, general obligations of the City, payable as to the principal and interest from ad valorem taxes to be levied against all taxable property within the City without limited as to rate, but limited, by statutory provision, to a total amount not greater than the aggregate amount of principal and interest which will become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final maturity of the Bonds Being Refunded and subject to the prior rights vested in the owners of the Bonds Being Refunded to payment of the Bonds Being Refunded from the same ad valorem taxes in the event of a deficiency in the moneys and Government Obligations held in the Trust for the purposes of paying principal of and interest on the Bonds Being Refunded. See "PLAN OF REFUNDING."

The owners of the Refunding Bonds will rely upon the sufficiency of the amounts in the Trust for the payment of principal of and interest on the Bonds Being Refunded. The issuance of the Refunding Bonds will in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if such amounts in such Trust prove insufficient.

The City has paid and may continue to pay the debt service requirements on certain general obligation bonds from water and sewer system revenues which remain after payment of operation and maintenance expenses of the system and revenue bond debt service as indicated in Table 10. In the event that these net revenues should prove insufficient, or should the City decide not to pay such debt from such net revenues, such indebtedness would then be paid from such ad valorem property taxes. [CITY TO CONFIRM]

After the sale and delivery of the New Money Bonds, the City will have $_____* principal amount of authorized but unissued general obligation bonds remaining. Additional general obligation bonds may be authorized at future bond elections in the City. General obligation bonds heretofore and hereafter issued by the City have and will have an equal claim with the Bonds upon the proceeds of taxes levied for debt service on the Bonds. See "FINANCIAL INFORMATION – General Obligation Bonded Debt Outstanding" in Appendix A.

Redemption Provisions*

Optional Redemption. The Bonds maturing on and prior to July 1, 20__ will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on and after July 1, 20__ will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on July 1, 20__ ("Term Bonds") will be subject to mandatory redemption on July 1 of each of the years, by lot as described below, at the principal amounts thereof and accrued interest to the date fixed for redemption, without premium, as follows:

Term Bonds Maturing on July 1, 20__

Year	Principal Amount
	$

At the option of the City, whenever Term Bonds are purchased, redeemed (other than pursuant to the foregoing scheduled mandatory redemption for such Term Bonds) or delivered by the City to The Bank of New

* Preliminary, subject to change.

York Mellon Trust Company, N.A. (the "Bond Registrar and Paying Agent") for cancellation, the principal amount of the Term Bonds so retired will satisfy and be credited against the mandatory redemption requirements for such Term Bonds in such manner as the City determines; provided, however, that following such reduction, each mandatory redemption requirement for such Term Bonds is an integral multiple of $5,000 of principal.

Notice of Redemption. Notice of Redemption of any Bond will be provided to DTC no fewer than thirty (30) nor more than sixty (60) days prior to the date set for redemption.

PLAN OF REFUNDING*

General

The net proceeds from the sale of the Refunding Bonds, after payment of the costs relating to the issuance of the Refunding Bonds, will be placed in the Trust with the Escrow Trustee pursuant to the terms of an Escrow Trust Agreement to be dated _____, 1, 2014*, between the City and the Escrow Trustee, to be applied to the payment of the Bonds Being Refunded as identified below. To the extent the moneys and the Government Obligations held in the Trust are not sufficient to pay, when due, the principal of and interest on the Bonds Being Refunded, then the ad valorem taxes levied to pay debt service on the Refunding Bonds will be subject to the prior right of the owners of the Bonds Being Refunded to payment of such tax levy. See "THE BONDS – Security and Source of Payment" and "VERIFICATION OF MATHEMATICAL COMPUTATIONS.

Bonds Being Refunded

Amounts held in the Trust will be used to refund the Bonds Being Refunded as shown below:

Issue Date	Original Principal Amount	Maturity Date(s) to be Refunded	Principal Amount Being Refunded	Redemption Date
Series 2006				
04/06/2006	$1,890,000	07/01/2017	$1,890,000	07/01/2016
04/06/2006	1,980,000	07/01/2018	1,980,000	07/01/2016
04/06/2006	2,070,000	07/01/2019	2,070,000	07/01/2016
04/06/2006	2,160,000	07/01/2020	2,160,000	07/01/2016
04/06/2006	2,250,000	07/01/2021	2,250,000	07/01/2016

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by RBC Capital Markets, LLC (the "Underwriter"), on behalf of the City, relating to (i) the sufficiency of the anticipated receipts from the Government Obligations, together with the initial cash deposit, to pay, when redeemed, the principal of and interest on the Bonds Being Refunded and (ii) the computation of the yield on the Bonds and the Government Obligations has been examined by Grant Thornton LLP (the "Verification Agent").

Such computations were based solely upon assumptions and information supplied by the Underwriter. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of such computations, has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions or the ability to achieve the forecasted outcome.

*Preliminary, subject to change.

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds will be applied as follows:

	New Money Bonds	Refunding Bonds	Total
Sources:			
Par Amount of Bonds			
[Net] Original Issue Premium (Discount)			
Total			
Uses:			
Costs of Projects			
Deposit to Trust			
Deposit to Interest Fund*			
Payment of Issuance Expenses (Including Underwriter's Discount)			
Total			

* Reflects [net] premium from sale of the Bonds that Arizona law requires to be deposited to the Interest Fund.

LITIGATION

[TO BE UPDATED BY CITY]

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the issuance or delivery of the Bonds or the levy, collection or receipt of ad valorem property taxes to pay the debt service on the Bonds, contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax-exempt status thereof will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel. The form of that opinion is included as Appendix B hereto.

While Bond Counsel has participated in the preparation of portions of this Official Statement, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Bonds that may be prepared or made available by the City or others to the bidders for or holders of the Bonds or others.

Certain legal matters will be passed upon for the Underwriter by Squire Sanders (US) LLP.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future

performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet with respect to the Bonds after the issuance thereof in order that the interest of the Bonds not be included in gross income for federal income tax purposes. The failure by the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted in the Ordinance to take the actions required by the Code in order to maintain the exclusion from federal gross income of interest on the Bonds.

In the opinion of Bond Counsel rendered with respect to the Bonds on the date of issuance of the Bonds, assuming continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Bonds will be excludable from gross income for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed in individuals and corporations; however, interest on the Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is further of the opinion that the interest on the Bonds will be exempt from taxation under the laws of the State of Arizona.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest in indebtedness incurred to continue to purchase or carry the Bonds or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on a Bond; (ii) the reduction of the loss reserve deduction for property or casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Bonds; (iii) the inclusion of interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive investment income subject to federal income of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion in gross income of interest on the Bonds by recipients of certain Social Security and Railroad Retirement benefits.

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would apply to the Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Information Reporting and Backup Withholding

Interest paid on bonds such as the Bonds is subject to information reporting to the Internal Revenue Service. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for

federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Original Issue Discount and Original Issue Premium

Certain of the Bonds as indicated on the inside front cover page of this Official Statement ("Discount Bonds"), were offered and will be sold to the public at an original issue discount ("Original Issue Discount"). Original Issue Discount is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity will be sold pursuant to that offering. For federal income tax purposes, Original Issue Discount accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of Original Issue Discount that accrues during the period of ownership of a Discount Bond (i) will be interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) will be added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside front cover page of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Certain of the Bonds as indicated on the inside front cover page of this Official Statement ("Premium Bonds"), were offered and will be sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity in the case of the "Noncallable Premium Bonds" or their earlier call date in the case of the "Callable Premium Bonds." The difference between the principal amount payable at maturity of the Noncallable Premium Bonds and the tax basis of a Noncallable Premium Bond to a purchaser and the difference between the amount payable at the call date of the Callable Premium Bonds that minimizes the yield to a purchaser of a Callable Premium Bond and the tax basis to the purchaser (in either case, other than a purchaser who holds a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) will be "bond premium." For federal income tax purposes, bond premium is amortized over the period to maturity of a Noncallable Premium Bond. A purchaser of a Premium Bond will be required to decrease his or her adjusted basis in the Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to each taxable year will be determined at a constant interest rate compounded actuarially. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond.

Owners of Discount Bonds and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of Original Issue Discount or bond premium properly accruable in any period with respect to the Discount Bonds or the Premium Bonds and as to other federal tax consequences, and the treatment of Original Issue Discount and bond premium for purposes of state and local taxes on, or based on, income.

RATINGS

Standard and Poor's Financial Services LLC ("S&P") and Moody's Investors Service, Inc. ("Moody's") have assigned the ratings of "__" and "___," respectively, to the Bonds. Such ratings reflect only the views of such

organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: S&P, 55 Water Street, New York, New York 10041 and Moody's, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price or the marketability of the Bonds.

UNDERWRITING

The Underwriter has agreed to purchase the Bonds, subject to certain conditions, at a purchase price of $_____. If the Bonds are sold to produce the yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bonds may be offered and sold to certain dealers (including the Underwriter and other dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Bonds if any of the Bonds are purchased.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than the first business day of February in each year commencing February 1, 2015 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices"), as set forth in Appendix C. The Annual Reports and the Notices and any other documentation or information required to be filed by such covenants will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through the MSRB's Electronic Municipal Market Access system ("EMMA"), all as described in Appendix C – "Form of Continuing Disclosure Undertaking."

These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The form of the undertaking which describes the content of the Annual Reports and the Notices and method of their dissemination is included as Appendix C hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Also, pursuant to Arizona law, the ability of the City to provide information pursuant to such covenants is subject to annual appropriation to cover the costs of preparing and sending the Annual Reports and the Notices to EMMA. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such failure in the same way it does the Notices. Absence of continued disclosure, due to non-appropriation or otherwise, may adversely affect the transferability and liquidity of the Bonds and their market price.

The City has complied in all material respects with its existing continuing disclosure undertakings.

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2013 and for its fiscal year then ended, which are included as Appendix D of this Official Statement, have been audited by Eide Bailley, LLP, as stated in its opinion which appears in Appendix D – "Comprehensive Annual Financial Report of the City of Flagstaff, Arizona for the Fiscal Year Ended June 30, 2013." The City neither requested nor obtained the consent of Eide Bailley, LLP to include its report and Eide Bailley, LLP has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and

no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

CITY OF FLAGSTAFF, ARIZONA

By:_____
Management Services Director

APPENDIX A

CITY OF FLAGSTAFF, ARIZONA
GENERAL AND FINANCIAL INFORMATION

General

The City of Flagstaff, Arizona (the "City" or "Flagstaff"), is northern Arizona's principal population, commerce and education center. Flagstaff is situated in a mountainous region at an elevation of 7,000 feet. At the base of the San Francisco Peaks, including Mount Humphreys (the highest point in the State of Arizona (the "State" or "Arizona") with an elevation of 12,670 feet), Flagstaff is known for its proximity to such Arizona attractions as the Grand Canyon, Wupatki National Monument, Sunset Crater, Walnut Canyon, Oak Creek Canyon and Meteor Crater.

Flagstaff was originally founded in the late 1800's as a work camp for construction crews working on the transcontinental railroad. It was incorporated as a town in 1894 and as a city in 1928. It has served as the county seat for Coconino County, Arizona (the "County"), since 1891.

Listed below are U.S. Census population figures for the City, the County and the State.

City of Flagstaff, Coconino County and State of Arizona
Population Statistics

Year	City of Flagstaff	Coconino County	State of Arizona
2012 Estimated (a)	66,322	134,313	6,498,569
2010 Census	65,870	134,421	6,392,017
2000 Census	52,894	116,320	5,130,632
1990 Census	45,857	96,591	3,665,228
1980 Census	34,743	75,008	2,716,633
1970 Census	26,117	48,326	1,775,399
1960 Census	18,214	41,857	1,302,161
1950 Census	7,663	23,910	749,587

(a) Population estimates as of July 1, 2012 (released December 2012) provided by the Office of Employment and Population Statistics, Arizona Department of Administration

Source: U.S. Census Bureau.

Municipal Government

Flagstaff operates under a Council-Manager form of government as provided by its Charter, which was originally adopted on October 3, 1958. The City Council is comprised of a Mayor and six Council members. The Council members are elected on a non-partisan ballot for four-year staggered terms while the Mayor is elected at large for a two-year term. The Mayor and Council members have equal voting power. The Council is responsible for policy-making, as well as making appointments to advisory boards, commissions and committees. It also appoints Municipal Court Judges and the City Attorney. Additionally, the City Council hires the City Manager who has full responsibility for carrying out Council policies and administering City operations. The City Manager in turn appoints City employees and department heads under civil service procedures as specified in the Charter.

Economy

The economy of Flagstaff is based primarily on government, small and medium-sized manufacturing, the service industry, trade and tourism. As the home of Northern Arizona University ("NAU"), Flagstaff is a center of educational, governmental and scientific employment and is becoming a center for research and development as well as the distribution and manufacturing of high technology products. The location of Flagstaff at the junction of Interstates 40 and 17, plus the close proximity of seven national parks and monuments, makes tourism a major

source of employment and a strong contributor to the revenue base of Flagstaff. In addition, Flagstaff serves as the major trade and service center for a wide area of northern Arizona.

Major Employers

The major employers in Flagstaff and their approximate employment figures are listed below:

Employer	Product/Service	2013 Approximate Employment
Northern Arizona University	Education	2,571
Flagstaff Medical Center	Healthcare	2,200
W.L. Gore & Associates	Medical Equipment Manufacturing	1,950
Flagstaff Unified School District	Government	1,375
Coconino County	Government	1,200
City of Flagstaff	Government	657
Wal-mart	Retail	630
Walgreens Distribution Center	Distribution Center	407
SCA Tissue	Paper Products Manufacturing	255
Dell Systems	Information Technology	250
Nestle Purina	Distribution Center	240

Source: City of Flagstaff, Chamber of Commerce.

Manufacturing

The access to interstate highways and close proximity to Southern California markets has made Flagstaff the manufacturing and distribution center for northern Arizona. Flagstaff is the hub of W.L. Gore & Associates medical products division concentrating in the development and manufacturing of implantable medical devices and has been in Flagstaff for over 3 decades. Other bio-science manufacturers located in the City include Machine Solutions, a supplier of catheter and stent manufacturers and TGEN North, a pathogen genomics and bio defense research facility which opened in 2007.

The Northern Arizona Center for Emerging Technologies ("NACET") is a small-business assistance program founded to help entrepreneurs and startups succeed in northern Arizona. The program offers hands-on consulting to high-tech, science, and renewable energy firms. NACET is part of the Flagstaff's Science & Innovation Park, a collaboration with the U.S. Geological Survey ("USGS").

Government

Government comprises the largest component of the County's, as well as Flagstaff's, labor force as evidenced by being in five of the top 10 major employers. A number of departments of the federal government maintain offices in Flagstaff, including Agriculture, Commerce, Health, Education and Welfare, Interior, Justice, and Transportation. In particular, the City owns the land and many of the buildings on the USGS campus located in Flagstaff. [The City, the Government Services Administration, and the USGS, in cooperation with outside consultants, have developed a new master plan that calls for the eventual demolition of much of the existing campus. It will be replaced by a new USGS facility with an interconnected private science-and-technology park. The goal of this project is to facilitate technology transfer between USGS and the private sector. The park will include up to 200,000 square feet of research and manufacturing space.] [Update] In addition, the United States Forest Service and the National Park Service operate numerous offices in the area. As a public institution, NAU, with approximately 2,571 full time employees, is also a major contributor to government employment.

Tourism

Flagstaff is located near such tourist attractions as the Grand Canyon, the Glen Canyon Dam and Lake Powell, Sunset Crater, Walnut Canyon, and the scenic recreational attraction of Oak Creek Canyon. Located within Flagstaff are various United States Forest Service park areas for camping, stream and lake fishing, swimming, water skiing and hunting. Snow-skiing is available in the winter at the Arizona Snowbowl, a few miles north of Flagstaff.

Annual summer festivities in Flagstaff include an art, music, and theater festival. The J. Lawrence Walkup Skydome at Northern Arizona University, with a seating capacity of 16,000, can be adapted to a variety of events including football, basketball, ice hockey, badminton, volleyball, track, intramurals, and cultural and entertainment events. The Flagstaff Convention and Visitor's Bureau reports there are __ motels/hotels (including bed and breakfasts) in Flagstaff with a total of over _____ rooms.

The following table sets forth the number of visitors to selected national parks and monuments which are located near Flagstaff.

Number of Tourists Visiting Selected National Park Service Areas

Calendar Year	Grand Canyon National Park	Montezuma Castle National Monument	Sunset Crater National Monument	Walnut Canyon National Monument	Wupatki National Monument
2013 (a)	4,253,839	341,665	166,969	111,452	185,705
2012	4,421,352	455,305	177,793	110,748	201,365
2011	4,298,178	573,731	185,265	125,003	216,165
2010	4,388,386	578,554	158,819	126,552	221,083
2009	4,348,068	601,465	187,397	128,299	233,284
2008	4,425,314	603,755	209,399	101,833	239,157

(a) Through October 31, 2013.

Source: National Park Service Public Use Statistics Office.

Commerce

As the principal trade and service center for a large area of northern Arizona, wholesale and retail trade play a large role in the economy of Flagstaff. Both tourists and residents traveling and living within north-central Arizona have access to [nine] shopping centers in Flagstaff. Total gross sales in Flagstaff, sales tax receipts, and State-shared sales tax receipts for fiscal year 2008-09 through fiscal year 2013-14 are shown below.

City of Flagstaff
Retail Sales Data [CITY TO UPDATE]

Fiscal Year	Gross Sales	Sales Tax Receipts	State-Shared Sales Tax Receipts
2013-14[a]	$_____	$_____	$_____
2012-13	_____	_____	_____
2011-12	3,057,600,824	14,291,161	5,147,101
2010-11	2,907,362,618	13,575,385	4,711,821
2009-10	2,808,612,724	13,253,335	4,490,087
2008-09	3,024,838,794	13,658,763	4,868,072

(a) Through _____, 2013.

Source: City of Flagstaff Finance Department.

As a result of the economic recession, net taxable retail sales in the County declined 5.94% in 2010, but have recovered with a 5.76% increase in 2011 and a 2.17% increase in 2012. Net taxable retail sales through September 2013 are reported at $775.3 million, representing an increase of approximately 4.69% over the same period in 2012. Net taxable retail sales for the County for the past six fiscal years are illustrated below:

Coconino County
Net Taxable Retail Sales [a]

Calendar Year	Amount	% Change
2013 (b)	$775,274,801	4.69%
2012	993,362,698	2.17
2011	972,230,016	5.76
2010	919,310,354	-5.94
2009	977,319,568	-5.82
2008	1,037,706,894	-2.24

[a] Excludes taxes on food and gasoline.
[b] Through September 30, 2013. This amount represents an increase of 4.69% over the same number collected through September 30, 2012 ($740,543,087).

Source: Arizona Department of Revenue.

Employment

Reports of the Arizona Department of Economic Security show the unemployment rate for the City averaged 5.6% through October 31, 2013, as compared to 5.7% and 6.6% in 2012 and 2011, respectively. The Department reports the total average employment at 67,206 for the County and 37,741 for the City through October 31, 2013. The following table shows comparative employment and unemployment statistics for Flagstaff, the County, the State of Arizona and the United States.

Comparative Employment Statistics

	Average Employment		Average Unemployment Rate			
Year	City of Flagstaff	Coconino County	City of Flagstaff	Coconino County	Arizona	U.S.
2013[a]	37,741	67,206	5.6%	7.9%	8.1%	7.5%
2012	37,655	67,052	5.7	8.1	8.3	8.1
2011	37,607	66,966	6.6	9.2	9.4	8.9
2010	34,754	67,771	6.8	9.7	10.4	9.6
2009	35,101	68,448	5.9	8.5	9.8	9.3
2008	35,428	69,086	3.7	5.4	6.0	5.8

[a] Through October 31, 2013 for City of Flagstaff and Coconino County. Through August 31, 2013 for State of Arizona and United States.

Source: Arizona Workforce and U.S. Department of Labor, Bureau of Labor Statistics.

[Total wage and salary employment for the City is unavailable.] However, the table shows a comparison of the changes in annual average employment levels in the various non-agriculture sectors of the County for calendar years 2009 through 2013.

Coconino County
Wage and Salary Employment
Number of Persons Employed 2009-2013

	2009	2010	2011	2012	2013[a]
Mining and Construction	2,200	2,100	2,000	2,100	2,000
Manufacturing	3,700	3,700	3,800	4,100	4,400
Trade, Transportation and Utilities Information	9,600	9,400	9,300	9,300	8,800
Information	400	400	400	400	400
Financial Activities	1,400	1,300	1,200	1,200	1,200
Professional and Business Services	2,700	2,600	2,600	2,700	2,900
Education and Health Services	7,800	8,100	8,400	8,500	8,700
Leisure and Hospitality	12,400	12,300	12,200	12,700	13,600
Other Services	1,900	1,800	1,700	1,600	1,600
Government	20,000	19,500	19,600	19,800	20,000
Total Wage & Salary	62,100	61,200	61,200	62,400	63,600

[a] Through October 31, 2013.

Source: Arizona Department of Economic Security, Research Administration.

Agriculture

Agricultural activity in the Flagstaff area is limited to fruit and corn production and cattle and sheep raising. According to the Arizona Agricultural Statistics Service, the marketing of livestock raised and crops grown in the County generated cash receipts of $29,072,000 and $22,770,000 in 2011 and 2010, respectively. There were approximately 39,000 head of cattle and calves in the County as of January 1, 2012.

[Due to the Government sequestration, the NASS no longer updates this information, we will wait to see if updates are provided in the future]

Construction

The following tables of building permits and housing starts were compiled from construction reports provided by the Arizona Real Estate Center, College of Business, Arizona State University and from the City. Data is obtained from municipalities which issue such permits. Construction is valued on the basis of estimated cost, not on market value or value of construction at the time the permit is issued. The date at which the permit is issued is not to be construed as the date of construction.

City of Flagstaff
Value of Building Permits [CITY TO PROVIDE UPDATES OR DELETE?]

Calendar Year	Residential	Commercial	Industrial	Other	Total
2013[a]	$_____	$_____	$_____	$_____	$_____
2012	67,544,241	16,194,683	0	1,899,143	85,638,067
2011	10,472,022	22,087,170	0	371,039	32,930,231
2010	12,436,000	22,030,000	0	2,842,000	37,308,000
2009	10,159,000	32,706,000	173,000	8,423,000	51,461,000
2008	28,323,000	41,183,000	2,590,000	4,127,000	76,223,000

[a] Through _____, 2013.

Source: For years 2008 – 2010, Realty Studies, Morrison School, Arizona State University Polytechnic Campus. For years 2011 – 2013, the City.

New Housing Starts [CITY TO PROVIDE UPDATES OR DELETE?]

Calendar Year	City of Flagstaff
2013[(a)]	
2012	139
2011	47
2010	174
2009	191
2008	275

[(a)] Through _____, 2013.

Source: For years 2008 – 2010, Realty Studies, Morrison School, Arizona State University Polytechnic Campus. For years 2011 – 2013, the City.

Banking Institutions

Individual statistics on bank deposits for Flagstaff are unavailable; however, the following table sets forth bank deposits in the County for the most recent five fiscal years available.

Coconino County
Bank Deposits

June 30	Amount ($000's)
2013	$1,361,293
2012	1,190,314
2011	1,125,020
2010	1,059,196
2009	1,028,086

Source: Federal Deposit Insurance Corporation, Summary of Deposits.

Transportation

Flagstaff is served by main lines of the Burlington Northern, Santa Fe and Amtrak Railroads, one transcontinental busline (Greyhound/Trailways), and seven interstate and four intrastate truck lines. Interstate Highways 17 and 40, as well as State Highways 89, 89A and 180, intersect within Flagstaff. Interstate 17 provides a direct route to Phoenix and other points in southern Arizona, while Interstate 40 is a transcontinental east-west route. State Highway 89 provides access to Northern Arizona's mountain recreation areas, including Lake Powell. State Highway 89A follows the Oak Creek Canyon to Sedona while State Highway 180 is the most direct route to the Grand Canyon.

Pulliam Airport, located four miles south of Flagstaff, is served by U.S. Airways and provides numerous daily flights to Phoenix, where connections can be made to international and national destinations.

Education [RBC TO CONFIRM INFORMATION BELOW]

Flagstaff is served by twelve public elementary schools, two middle schools, two high schools and several private and charter schools.

NAU is the leading employer in the City, with approximately 2,571 full-time faculty and staff. NAU is a fully-accredited, four-year degree-granting institution located on 730 acres within the City. NAU supports 78 programs leading to a bachelor's degree and 48 programs leading to a master's and doctoral degree. NAU's 2013 fall semester enrollment was 26,002.

Coconino County Community College District (the "College"), founded in 1991, is a multi-campus college serving residents of the County with classes offered in the City, Williams, Grand Canyon, Fredonia, Page and Tuba City. The College provides students with a variety of courses as well as Associate Degree and Certification programs. Enrollment for all campuses in fall 2012 was approximately 3,416. (Note: All enrollment statistics reflect head count, not full-time equivalent figures.) The faculty of the College is comprised of approximately 215 full-time and part-time employees.

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FINANCIAL INFORMATION

Introduction

The City's fiscal year is from July 1 through June 30. City budgeting for a fiscal year formally begins with the preparation of a proposed budget for submission to the City Council for tentative adoption in early June of each year. After publication of the budget and a public hearing, a final budget is adopted for the upcoming fiscal year. The budget must contain detailed information concerning the sums required to be expended for each purpose and the City's tax levy is then set based on the adopted figures.

Expenditure Limitation

Beginning in fiscal year 1982-83, the City became subject to the annual expenditure limitation which is set by the Arizona Economic Estimates Commission. This limitation is based on the City's annual expenditures for fiscal year 1979-80, with this base adjusted to reflect interim population, cost of living and boundary changes. Certain expenditures are specifically exempt from the limit, including expenditures made from federal funds and bond sale proceeds, as well as debt service payments. The limitations can be exceeded for certain emergency expenditures or if approved by the voters. The constitutional provisions that relate to the expenditure limitation provide four processes to exceed the spending limit: a local home rule option, a permanent base adjustment, a one-time override, and a capital project accumulation.

Since the inception of expenditure limitations, the City has not exceeded its limitation in any fiscal year. Based on the City's adopted budget, the City anticipates its expenditures will not exceed the limitation for fiscal year 2013-14.

Financial Reports and Examination of Accounts

State law requires that the City's financial books and records be audited by independent auditors, on an annual basis.

Ad Valorem Taxes

At the general election held November 6, 2012, the voters of the State ratified Senate Concurrent Resolution 1025, which amends a provision of the Arizona Constitution relating to the State's property tax system. Beginning in tax year 2015 (for operations during the City's fiscal year 2015/16), and for tax years thereafter, the constitutional amendment will limit the value of real property and improvements, including mobile homes, used for all ad valorem (property) tax purposes (both primary and secondary) to the lesser of the full cash value of the property or an amount five percent greater than the taxable value of property determined for the prior year. The foregoing limitation does not apply to (1) equalization orders that the Arizona Legislature (the "Legislature") exempts from such limitation; (2) property used in the business of patented or unpatented producing mines, mills and smelters; (3) producing oil, gas and geothermal interests; (4) real property and improvements used for operation of telephone, telegraph, gas, water and electric utilities; (5) aircraft that are regularly scheduled and operated by an aircraft company; (6) standing timber; (7) pipelines; and (8) personal property except mobile homes. Statutory amendments to implement this constitutional amendment were enacted in the 2013 legislative session.

The information which follows under the heading "FINANCIAL INFORMATION – Ad Valorem Taxes" summarizes the assessment, levy and collection process as it currently exists.

General

Arizona, through statutes enacted by the Legislature has established two different valuation bases for levying ad valorem property taxes. They are "limited property value" and "full cash value." Additionally, all property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) which is multiplied by the limited property or full cash values of the property to obtain the assessed valuations. The

Legislature, from time to time, has changed and may change the manner in which taxes are levied, including changing the assessment ratios and property classifications.

Primary Taxes

Taxes levied against the assessed limited property value (after application of the assessment ratio) are referred to as primary taxes, which are used for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State. Limited property value cannot exceed the full cash value and is derived statutorily using one of the following two procedures:

(a) The limited property value for parcels in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, are established at the prior year's limited property value increased by the greater of either 10% of prior year's limited property value or 25% of the difference between prior year's limited property value and the current year's full cash value.

(b) The limited property value for property that was omitted from the tax roll in the prior year, that underwent a change in use or modification through construction, destruction or demolition or that has been split, subdivided or consolidated, is established at a level or percentage of the limited property value to full cash value of existing properties of the same use or legal classification.

The aggregate of the primary taxes levied by a county, city, town and community college district is constitutionally limited to a maximum increase of 2% over the prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). In 2007 each taxing entity's maximum allowable primary property tax levy limit was rebased to the amount of actual 2005 primary property taxes levied (plus amounts levied against property not subject to taxation in prior years) to remove unused taxing capacity. The 2% limitation does not apply to primary taxes levied on behalf of school districts. The limited and full cash values of personal property (other than mobile homes) and for utility, mining and producing oil, gas and geothermal property are the same.

Primary taxes on residential property only are constitutionally limited to 1% of the full cash value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional State aid. See footnote (c) to TABLE 12.

Secondary Taxes

Taxes levied against the assessed full cash value (after application of the assessment ratio) are referred to as secondary taxes, which are used for debt retirement, voter-approved budget overrides and the maintenance and operation of special service districts such as sanitary, fire and road improvement districts. There is no limitation on the annual increases in full cash value of any property and annual levies for voter-approved bond indebtedness and special district assessments are unlimited.

Tax Procedures

Tax Year

The Arizona tax year has been defined as the calendar year, although tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year, when payment of the second installment of property taxes for the tax year becomes past due. The definition of the tax year is a function of the tax lien for the year attaching to the real property as of January 1 of the tax year in question.

Determination of Full Cash Value

The first step in the tax process is the determination of the full cash value of each parcel of real property within the State. Most property is valued by the Assessor of the County, with the Arizona Department of Revenue valuing centrally assessed properties such as gas, water and electrical utilities, pipelines, mines, local and long distance telephone companies and airline flight property.

Full cash value is statutorily defined to mean "that value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value." "Market value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a sales data approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

Certain residential property owners sixty-five years of age and older may obtain a property valuation "freeze" (the *"Property Valuation Protection Option"*) if the owners total income for all sources does not exceed 400% (500% for two or more owners of the same property) of the "Social Security Income Benefit Rate." The Property Valuation Protection Option must be renewed every three years. If the property is sold to a person who does not qualify, the valuation reverts to its current full cash value. Any freezes on increases in full cash value will translate to the secondary assessed value of the affected property as hereinafter described.

Assessment Ratios

The appropriate property classification ratio is applied to the full cash value to determine the assessed valuation for such parcel. The assessment ratios utilized over the five-year period [2009] through [2013] for each class of property are set forth below.

TABLE 1
Property Tax Assessment Ratios
2009 through 2013

Property Classification[a]	2009	2010	2011	2012	2013
Mining, Utility, Commercial and Industrial[b]	22%	21%	20%	20%	19.5%
Agriculture and Vacant Land[b]	16%	16%	16%	16%	16.0%
Owner Occupied Residential	10%	10%	10%	10%	10.0%
Leased or Rented Residential	10%	10%	10%	10%	10.0%
Railroad, Private Car Company and Airline Flight Property[c]	18%	17%	15%	15%	15.0%

(a) Additional classes of property exist, but seldom amount to a significant portion of a governmental entity's total valuation.

(b) With respect to 2012-13, the first $68,079 of full cash value of commercial, industrial and agricultural personal property is not taxable. This exemption is indexed annually for inflation. Any portion of the full cash value in excess of such amount will be assessed at the applicable rate. The assessment ratio for mining, utilities, commercial and industrial property will be reduced to 19.5% for tax year 2013 and further reduced one-half of one percent for each year to 18% for tax year 2016 and thereafter. The assessment ratio for agricultural and vacant property will be reduced to 15% for tax year 2016 and thereafter.

(c) This percentage is determined annually to be equal to the ratio of (i) the total assessed valuation of all mining, utility, commercial, industrial, and military reuse zone properties, agricultural personal property and certain leasehold personal property to (ii) the total full cash (market) of such properties.

Source: State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

From time to time, bills have been introduced in the Arizona Legislature to reduce the property tax assessment ratios on utility, commercial and/or industrial property and such bills may be introduced in the current or future legislative sessions. The City cannot determine whether any such measures will become law or how they might affect property tax collections for the City.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State, County, and other property taxes, in September of the calendar tax year and are payable in two installments, October and March. The delinquent tax dates are November 1 and May 1 and delinquent taxes are subject to a penalty of 16% per annum unless the full year tax is paid by December 31. Delinquent interest is waived if a taxpayer, delinquent as of November 1, pays the

entire year's tax bill by December 31. At the close of the tax collection period, the County Treasurer prepares a delinquent property tax list and the property so listed is advertised for sale in February of the succeeding year. In the event that there is no purchaser for the property at the tax sale, the title to such property is vested in the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent and current taxes.

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect ad valorem taxes on a property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy would be stayed pursuant to the Bankruptcy Code. While the stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of a bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections becomes uncertain.

Property Valuations

The following table lists the various property valuations for the City for the current year.

TABLE 2
Valuations for Fiscal Year 2013-14

Estimated Actual Valuation[(a)]	$5,268,068,208
Net Secondary Assessed Valuation	$661,062,990
Net Primary Assessed Valuation	$654,894,299

[(a)] Actual full cash value net of estimated value of property exempt from taxation.

Source: Coconino County Assessor's Office and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Secondary Assessed Valuation Comparisons and Trends

The information set forth in the tables on the next page is shown to indicate the ratio between secondary assessed values and estimated actual values for the City, as well as changes in the net secondary assessed valuations of the City and overlapping municipality units on a comparative basis. The basis of property assessment for these years is shown under "Ad Valorem Taxes - Tax Procedures."

TABLE 3
City of Flagstaff
Net Secondary Assessed Value and Estimated
Actual Full Cash Value Comparisons

Fiscal Year	Net Secondary Assessed Valuation	Estimated Actual Valuation[(a)]	Net Secondary Assessed Valuation as a Percentage of the Estimated Actual Valuation
2013-14	$661,062,990	$5,268,068,208	12.55%
2012-13	765,276,651	6,083,315,162	12.58
2011-12	791,371,939	6,280,342,309	12.60
2010-11	864,039,469	6,850,230,022	12.61
2009-10	912,165,425	7,210,066,368	12.65
2008-09	877,964,376	6,816,624,340	12.88

[(a)] Actual full cash value net of estimated value of property exempt from taxation.

Source: Coconino County Assessor's Office and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Secondary Assessed Valuation Comparison

TABLE 4

Fiscal Year	City of Flagstaff	Percent Change	Coconino County	Percent Change	State of Arizona	Percent Change
2013-14	$661,062,990	(13.62%)	$1,533,065,282	(12.87%)	$52,594,377,492	(6.54%)
2012-13	765,276,651	(3.30%)	1,759,609,915	(4.38%)	56,271,814,583	(8.80%)
2011-12	791,371,939	(8.41%)	1,840,142,610	(10.38%)	61,700,292,915	(18.43%)
2010-11	864,039,469	(5.28%)	2,053,368,455	(4.75%)	75,643,290,656	(12.59%)
2009-10	912,165,425	3.90%	2,155,851,009	4.78%	86,538,111,171	0.52%
2008-09	877,964,376	16.98%	2,057,478,154	17.92%	86,090,579,647	19.84%

Source: Coconino County Assessor's Office and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

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Net Secondary Assessed Valuations of Major Taxpayers

Shown in the table below are the major property taxpayers located within the City, and their full year 2013-14 net secondary assessed value and their relative proportion of the City's net secondary assessed value.

TABLE 5

Taxpayer[(a)]	Type of Business/Property	2013-14 Net Secondary Assessed Valuation	As Percent of City's 2013-14 Net Secondary Assessed Valuation
Arizona Public Service	Gas & Electric Utility	$17,147,023	2.59%
W. L. Gore & Associates, Inc.	Manufacturing	12,851,171	1.94
Nestle Purina Petcare Company	Manufacturing	4,603,873	0.70
Qwest Corporation	Telecommunications	4,034,349	0.61
Wal-Mart Stores Inc	Retail	3,546,846	0.54
Flagstaff Mall SPE LLC	Shopping Center	3,235,942	0.49
Unisource Energy Corporation	Electric Utility	2,422,510	0.37
BNSF Railway Company	Transportation	2,394,283	0.36
Ridge at Clear Creek LLC	Residential Development	2,299,542	0.35
Walgreen Arizona Drug Co.	Retail	2,226,561	0.34
Total		$54,762,100	8.28%

Source: Coconino County Assessor's Office.

(a) Some of such taxpayers or their parent companies are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. Neither the City nor the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Net Secondary Assessed Valuation by Property Classification

Shown in the table below is the net secondary assessed valuation for the City for fiscal year [2013-14] by property classification.

TABLE 6

Description	2013-14 Net Secondary Assessed Valuation	2013-14 Percent of Total (a)
Commercial, Industrial, Mining, Timber	$240,050,743	36.31%
Agricultural and Vacant	45,092,343	6.82
Residential (Owner)	215,060,612	32.53
Residential (Rental)	156,262,979	23.64
Railroad and Airlines	2,394,285	0.36
Residential Historic & Other	1,217,329	0.18
Commercial Historic & Other	967,854	0.15
Improvements on Gov. Property	16,845	0.00
	$661,062,990	100.00%

Source: Coconino County Assessor's Office and State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

(a) Total may not equal 100% due to rounding.

Record of Real and Secured Property Taxes Levied and Collected

Property taxes are levied and collected on all taxable property within the City and are certified by the County Treasurer. The following table sets forth the real and secured personal property tax collections of the City for the past six fiscal years.

TABLE 7

		Collected to June 30 End of Tax Fiscal Year[a]		Total Collections[b]	
Fiscal Year	Tax Levy	Amount	Percent of Tax Levy	Amount	Percent of Tax Levy
2013-14	$11,039,908	(c)	(c)	$ 384,544	3.48%
2012-13	11,834,990	$11,553,853	97.62%	11,654,118	98.47
2011-12	11,992,873	11,635,128	97.02	11,937,937	99.54
2010-11	12,616,324	12,113,128	96.01	12,587,981	99.78
2009-10	12,750,836	12,477,413	97.86	12,768,563	100.14
2008-09	12,253,760	11,934,997	97.40	12,243,675	99.92

[a] Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment becomes due on October 1 and is delinquent on November 1. The second installment becomes due on March 1 and is delinquent on May 1. Interest at the rate of 16% per annum attaches on first and second installments following their delinquent dates unless the full year tax is paid by December 31. Penalties for delinquent payments are not included in the above collections figures. See "Ad Valorem Taxes - Tax Procedures" herein.

(b) Reflects collections made through September 30, 2013 against current and prior levies.
(c) In process of collection.

Source: Coconino County Treasurer's Office.

Tax Rate Data

The tax rates provided below reflect the total property tax rate levied by the City. As such, the rates are the sum of the tax rate for debt service payments, which is levied against the City's secondary assessed value, and the tax rate for all other purposes, which is levied against the primary assessed value within the City.

TABLE 8

Fiscal Year	City's Primary Tax Rate Per $100 Assessed Value	City's Secondary Tax Rate Per $100 Assessed Value	City's Total Tax Rate Per $100 Assessed Value
2013-14	$0.8429	$0.8366	$1.6795
2012-13	0.7131	0.8366	1.5497
2011-12	0.6917	0.8366	1.5283
2010-11	0.6479	0.8366	1.4845
2009-10	0.6547	0.8366	1.4913
2008-09	0.6803	0.8366	1.5169

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Foundation and Coconino County Treasurer's Office.

Debt Limitation

The Arizona Constitution provides that the general obligation bonded indebtedness for a municipality for general municipal purposes may not exceed six percent of the secondary assessed valuation of the taxable property in that municipality. In addition, an incorporated municipality may become indebted in an amount not exceeding an additional twenty per cent of the of the secondary assessed valuation of the municipality for supplying such municipality with water, artificial light, or sewers, when the works for supplying such water, light, or sewers are or shall be owned and controlled by the municipality, and for the acquisition and development by the municipality of land or interests therein for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

TABLE 9

Water, Sewer, Light, Parks and Open Space, Transportation and Public Safety Purpose Bonds		All Other General Obligation Bonds	
20% Constitutional Limitation	$132,212,598	6% Constitutional Limitation	$39,663,779
Direct General Obligation Bonds Outstanding	48,787,587*	Direct General Obligation Bonds Outstanding	0
Unused 20% Limitation Borrowing Capacity	$83,425,011*	Unused 6% Limitation Borrowing Capacity	$39,663,779

* Preliminary, subject to change.

General Obligation Bonded Debt Outstanding

The following table lists the outstanding general obligation bonded debt of the City.

TABLE 10

Date of Issue	Original Amount	Purpose	Maturity Date	Average Int. Rate	Balance Outstanding
04-01-06	$ 31,500,000	Various Improvements	02-01-06/23	4.350%	$ 19,560,000
06-17-11	1,833,828	Water System	07-01-12/31	4.000	1,504,660
07-05-11	3,952,287	Communications	07-01-12/21	2.750	3,292,927
09-13-11	12,845,000	Various Improvements	07-01-12/20	2.761	12,510,000
09-13-11	3,015,000	Refunding	07-01-12/14	4.009	460,000
03-20-13	11,460,000	Various Improvements	07-01-14/28	3.102	11,460,000
Total Direct General Obligation Bonded Debt Outstanding					$48,787,587
Plus: The Bonds Offered Herein					_____*
Less: The Bonds Being Refunded					_____*
Less: General Obligation Bonded Debt paid from Enterprise and Other Revenues[(a)]					(247,296)
Net General Obligation Bonded Debt Outstanding					$_____*

[(a)] The City has paid and may continue to pay the debt service requirements on $247,296 principal amount of general obligation bonds from water and sewer system revenues which remain after payment of operation and maintenance expenses of the system and revenue bond debt service. In the event that these net revenues should prove insufficient, or should the City decide not to pay such debt from such net revenues, this indebtedness would then be paid from ad valorem taxes.

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* Preliminary, subject to change.

Annual Debt Service Requirements of General Obligation Bonded Debt to be Outstanding†

The following table lists the annual debt service requirements of the City's general obligation bonded debt outstanding and to be outstanding.

TABLE 11

Fiscal Year Ending	General Obligation Bonds Outstanding[(a)]		Series 2014 Bonds*		Combined Annual Debt Service Requirements*
	Principal	Interest	Principal	Interest[(b)]	
2014	$4,731,931	$1,739,722			
2015	5,052,985	1,500,155			
2016	5,259,319	1,331,784			
2017	4,705,939	1,167,452			
2018	4,767,853	1,028,638			
2019	4,880,068	853,373			
2020	4,862,592	675,499			
2021	3,520,432	512,183			
2022	3,186,298	391,305			
2023	2,608,822	264,582			
2024	911,423	173,993			
2025	949,106	138,310			
2026	981,872	101,144			
2027	1,009,724	71,593			
2028	1,047,664	41,202			
2029	100,695	9,671			
2030	103,821	6,545			
2031	107,043	3,323			
	$48,787,587	$10,010,474			

† Columns may not total due to rounding

(a) Represents all general obligation bonded indebtedness outstanding. Also includes funds borrowed under a separate Loan Agreement with a state bond bank, the Water Infrastructure Financing Authority of Arizona - see footnote (a) in Table 10. The table above reflects debt service requirement on the full amount of the loan.

(b) Interest is estimated. The first interest payment on the Bonds is due on January 1, 2015*, representing interest from the date of the Bonds. Thereafter, interest payments will be made semiannually on each July 1 and January 1, until maturity of the Bonds.

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* Preliminary, subject to change.

Certificates of Participation Bonded Debt Outstanding

The following table lists the certificates of participation of the City that are currently outstanding.

Date of Issue	Original Amount	Purpose	Maturity Dates	Average Int. Rate	Balance Outstanding
07/29/2009	$4,960,000	Series 2009	10/1/10-19	3.405%	$3,625,000
Total Certificates of Participation Bonded Debt Outstanding					$3,625,000

Improvement District Bonded Debt Outstanding

The following table lists the improvement district bonds of the City that are currently outstanding.

Date of Issue	Original Amount	Purpose	Maturity Dates	Average Int. Rate	Balance Outstanding
06/20/2007	$19,075,000	Aspen Place at the Saw Mill Improvement District	7/1/10-32	5.000%	$10,210,000
Total Improvement District Bonded Debt Outstanding					$10,210,000

Water and Wastewater Revenue Obligations Outstanding

The following chart lists the water and wastewater revenue obligations of the City that are currently outstanding. The City's financial obligations are through loan agreements with the Water Infrastructure Finance Authority of Arizona, a State revolving fund.

Date of Issue	Original Amount	Loan	Maturity Dates	Average Int. Rate	Balance Outstanding
2002	$ 6,775,760	2003 (Loan 920068-03)	07/01/2022	3.548%	$ 3,634,606
2006	7,900,000	2006 (Loan 920105-07)	07/01/2026	3.280	5,645,000
2007	23,100,000	2007 (Loan 910083-07)	07/01/2027	3.512	18,404,553
2008	8,500,000	2008 (Loan 920136-09)	07/01/2028	3.855	6,923,844
2009	2,100,000	2009A (Loan 920145-10)	07/01/2029	3.113	1,776,219
2009	232,500	2009B (Loan 92A148-10)	07/01/2029	2.905	196,001
2009	1,000,000	2009C (Loan 920173-10)	07/01/2029	3.500	451,188
2009	800,000	2009D (Loan 720011-10)	07/01/2029	3.500	942,143
Total Water and Wastewater Revenue Obligations Outstanding					$37,973,554

Net Direct and Overlapping General Obligation Bonded Debt

Overlapping bonded debt figures were compiled from information obtained from the County Treasurer's office and individual jurisdictions. A breakdown of each overlapping jurisdiction's applicable general obligation bonded debt, net secondary assessed valuation and combined tax rate per $100 assessed valuation follows. Outstanding bonded debt is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's assessed valuation which lies within the City's boundaries (see the "Approximate Percent" column below) was derived from information obtained from the County Assessor's Office.

TABLE 12

Overlapping Municipality	2013-14 Net Secondary Assessed Valuation	Net Outstanding Bonded Debt[a]	Proportion Applicable to City of Flagstaff		2013-14 Combined Tax Rate Per $100 Assessed Value[b]
			Approx. Percent	Amount	
State of Arizona	$52,594,377,492	None	1.26 %	None	$0.0000
Coconino County[c]	1,533,065,282	None	43.12%	None	1.6645
Coconino County Community College District	1,533,065,282	$11,085,000	43.12%	$4,779,890	0.5879
Coconino Association for Vocations, Industry and Technology	1,318,760,478	None	50.13%	None	0.0500
Flagstaff Unified School District No. 1	1,034,297,548	32,850,000	63.91%	20,995,814	5.1939
City of Flagstaff	**661,062,990**	_____*	**100.00%**	_____*	**1.6795**
Total Direct and Overlapping General Obligation Bonded Debt				$_____*	$

(a) Includes general obligation bonds outstanding less general obligation bonds supported from revenues. Excludes Coconino County Improvement Districts' bonded debt outstanding, as this indebtedness is presently paid from special assessments levied against property owners residing within the improvement districts. Also excludes debt issued by the County and the County Jail District which is supported from annual appropriations of the County and a County sales tax and maintenance of efforts payments, respectively. Also excludes the City of Flagstaff Improvement District bonded debt outstanding as this indebtedness is payable from special assessments levied and collected within the improvement districts.

(b) The combined tax rate includes the tax rate for debt service payments, which is based on the secondary assessed valuation of the entity and the tax rate for all other purposes such as maintenance and operation and capital outlay which is based on the primary assessed valuation of the municipality.

(c) The County's tax rate shown includes the County's primary and secondary debt service tax rates of $0.5466, the State imposed $0.5123 tax rate for the "State Equalization Assistance Property Tax", the $0.2556 tax rate of the County Library District, the $0.1000 tax rate of the County Fire District and the $0.2500 tax rate for Public Health Services.

* Preliminary, subject to change.

Authorized But Unissued General Obligation Debt

The City will have $_____* principal amount of authorized, but unissued, general obligation bonds authority after the issuance of the Bonds herein.

Net Direct and Overlapping General Obligation Bonded Debt Ratios

The City's direct and overlapping general obligation bonded debt is shown below on a per capita basis and as a percent of the City's net secondary assessed value and estimated actual value.

TABLE 13 (a)

	Per Capita Net Debt (Pop. @ 66,322[(a)])	As Percent of City's 2013-14	
		Net Secondary Assessed Valuation ($661,062,990)	Estimated Actual Valuation ($5,268,068,208)
Net Direct General Obligation Bonded Debt ($_____*)*	$		
Net Direct and Overlapping General Obligation Bonded Debt ($_____*)*	$		

(a) Population estimates as of July 1, 2012 (released December 2012) provided by the Office of Employment and Population Statistics, Arizona Department of Administration.

Short-Term Indebtedness

The City has no short-term indebtedness outstanding other than normally occurring debt, such as accounts payable, accrued payroll and other related expenses which have current revenues for their payment.

Other Indebtedness

The City is obligated for a loan originally negotiated in the principal amount of $600,000 through the Arizona Department of Transportation Aeronautics Division. The loan is secured by revenues from airport hangars and shades and will be paid in quarterly payments of $5,337 to $13,548 through January 1, 2016. Total payments remaining equal $_____, as reported in the City's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2013 included in Appendix D.

Lease, Lease-Purchase and Purchase Agreements

The City is obligated with respect to the following lease payments which are subject to annual appropriation:

TABLE 14 [CITY TO UPDATE]

Year Ending June 30	Capital Lease Payments
2013	$ 953,685
2014	953,685
2015	718,188
Thereafter	2,577,927

* Preliminary, subject to change.

Excise Tax and State Shared Revenue Supported Debt

The City of Flagstaff Municipal Facilities Corporation ("MFC") is an Arizona nonprofit corporation formed in January 1979. The City and the MFC have issued debt secured by Excise Taxes and State Shared Revenues as shown below.

TABLE 15

Issue Date	Issuer	Issue Purpose	Original Principal Amount	Principal Outstanding	Final Maturity
03-03-10	City	Construction of Business Incubator[(a)]	$3,370,000	$2,965,000	2030
03-21-12	MFC	Refunding[(b)]	$12,530,000	$12,530,000	2020

(a) Under a loan agreement with the Greater Arizona Development Authority ("GADA"), the City has agreed to make semi-annual payments equal to the principal and interest on the GADA loan. The City has pledged State Shared Revenues to the payment of the GADA loan.

(b) Under an agreement with the MFC, the City has agreed to make semi-annual rent payments equal to the principal and interest on the MFC's bonds. The City has pledged Excise Taxes to the payment of the MFC's bonds.

Pension and Retirement Plans / Other Post-Employment Benefits [CITY TO UPDATE]

The City contributes to three separate defined benefit pension plans for the benefit of all general employees of the City and elected officials. Please refer to Appendix D – "Comprehensive Annual Financial Report of the City of Flagstaff, Arizona for the Fiscal Year Ended June 30, 2013" for a more detailed description of these plans and the City contributions to the various plans.

The Arizona State Retirement System ("ASRS"), a cost-sharing, multiple employee defined benefit plan, the major of the three, has reported increases in its unfunded liabilities. The most recent annual reports for the ASRS may be accessed at: https://www.azasrs.gov/web/FinancialReports.do. The increase in such liabilities is expected to result in increased contributions by the City and its employees; however the specific effects cannot be determined at this time.

For the year ended June 30, 2013, active plan members were required by statute to contribute at the actuarially determined rate of 11.14 percent (10.90 percent retirement and 0.24 percent long-term disability) of the members' annual covered payroll. The City was required by statute to contribute at the actuarially determined rate of 11.14 percent (10.90 percent retirement and 0.24 percent long-term disability) of the members' annual covered payroll. For fiscal year 2014 (starting July 1, 2013), the rate, including retirement and long-term disability, increased to 11.30 percent for both the City and for employees, with additional increases currently scheduled through fiscal year [2018]. The City's contributions to the ASRS for fiscal years [2013] and [2012] were $_____ and $2,763,739, respectively, both of which were equal to the required contributions for the year.

The Government Accounting Standards Board ("GASB") adopted GASB Statement Number 68, Accounting and Financial Reporting for Pensions ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 will also require that the cost-sharing employer's pension expense component include its proportionate share of the plan's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. The new reporting requirements imposed by GASB 68 will change the financial statements of the City, but what the specific effect will be is unknown at this time.

The City provides post-retirement healthcare insurance benefits for its retirees as an agent multiple-employer plan which is administered through Northern Arizona Public Employee Benefit Trust (NAPEBT). NAPEBT provides benefits to eligible retirees through the same plan as active city employees and their beneficiaries up to the age of 65; the implicit rate subsidy exists through the duration of the coverage. Substantially all of the City's employees may become eligible for those benefits when they qualify for retirement. To be eligible a retiree

must qualify to receive retirement benefits from the ASRS and elect coverage at date of retirement. NAPEBT issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained on their website:www.napebt.com/community_docs. As of [June 30, 2010], there were [75] retirees who elected coverage.

The City has elected to not fund the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement Number 45, Other Post-Employment Benefits. GASB 45 requires that benefits such as these ("OPEB") be recognized as current costs over the working lifetime of employees, and, to the extent such costs are not prefunded or are underfunded, that such costs be reported as a financial statement liability. Under GASB 45, the City is required to commission an actuarial valuation of its OPEB costs every two years. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The City's implicit subsidy rate to covered payroll is actuarially determined at [23.4]%. Plan members receiving benefits contribute $[564,489] during fiscal year [2010].

There are no other OPEB liabilities.

Summary of Certain Financial Information

State law requires that the City's financial books and records be audited by the State Auditor General or independent certified public accountants on an annual basis. The audited financial statements of the City are presented in Appendix D as "Comprehensive Annual Financial Report of the City of Flagstaff, Arizona for the Fiscal Year Ended June 30, 2013."

Beginning with fiscal year 2002-2003, the City presents annual financial statements in accordance with then-newly effective pronouncements issued by GASB, the authoritative body for establishing generally accepted accounting principles (GAAP) for public institutions of higher education. These pronouncements, known as GASB Statements Numbers 34 and 35, permit public colleges and universities to use the guidance for special-purpose governments engaged only in business-type activities, in their separately issued financial statements. The presentation format has shifted from a columnar fund group format to a consolidated, single-column, entity-wide format, similar to the type of financial statements one might encounter from a typical business enterprise.

The table on the following page summarizes audited Revenues, Expenses and Changes in Fund Balance for the fiscal years 2009-10 through 2012-13 and budgeted information for 2013-14. The information contained in the summary should be read in conjunction with the financial statements and accompanying notes in Appendix D of this Official Statement.

CITY OF FLAGSTAFF
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES

TABLE 16

	Audited[1]				Budgeted[2]
	2009-10	2010-11	2011-12	2012-13	2013-14
Revenues:					
Taxes	$43,200,268	$43,799,128	$45,577,128		
Intergovernmental	19,450,213	17,488,021	17,230,696		
Grants and Entitlements	11,172,862	10,583,483	9,721,569		
Charges for Services	3,057,423	2,926,237	3,220,137		
Special Assessments	1,510,217	701,447	8,286,453		
Licenses and Permits	1,441,874	739,040	1,681,874		
Fines and Forfeitures	1,636,157	1,673,306	1,601,044		
Rents	1,588,214	1,617,912	1,605,166		
Investment Earnings	413,594	224,363	296,241		
Contributions	544,393	166,417	390,253		
Miscellaneous	228,969	1,719,608	492,971		
Total Revenues	$84,244,184	$81,638,962	$90,103,532		
Expenditures:					
Current:					
General Governmental	$ 7,926,726	$ 7,113,922	$ 7,453,963		
Public Safety	25,159,777	24,476,615	25,301,495		
Public Works	1,360,447	1,299,027	1,146,692		
Economic and Physical Development	8,601,808	8,202,024	8,584,826		
Culture and Recreation	10,615,754	10,782,848	10,576,877		
Highways and Streets	9,313,158	10,612,033	9,593,074		
Debt Service:					
Principal Retirement	6,065,522	6,761,313	13,654,681		
Interest and Other Charges	3,996,963	3,451,572	3,346,253		
Capital Outlay	12,446,280	11,785,480	11,951,834		
Total Expenditures	$85,486,435	$84,484,834	$91,609,695		
Excess (Deficiency) of Revenues Over Expenditures	(1,242,251)	(2,845,872)	(1,506,163)		
Other Financing Sources (Uses):					
Proceeds of Refunding Bonds			$13,924,136		
Payment to Bond Refunding Escrow Agent			(15,394,336)		
Issuance of Capital Debt	$ 8,330,000		16,797,287		
Bond Premium	58,370		2,264,386		
Sale of Capital Assets	1,084,211	$ 45,655	43,890		
Insurance Recoveries	1,920,000	1,058,985			
Reserve/Contingency	0	0	–		
Transfers In	15,224,243	13,661,630	14,872,935		
Transfers Out	(18,525,100)	(14,268,052)	(15,074,950)		
Total Financing Sources (Uses)	8,091,724	498,218	17,433,348		
Net Changes in Fund Balance	6,849,473	(2,347,654)	15,927,185		
Fund Balances, Beginning of Year, as Restated	$39,213,874[3]	$46,063,347	$43,715,693		
Fund Balances, End of Year	$46,063,347	$43,715,693	$59,642,878		

(1) The information shown for fiscal years 2009-10 through 2012-13 is taken from the City's Comprehensive Annual Financial Reports for the respective fiscal years. This table itself has not been the subject of an audit.

(2) Fiscal year 2013-14 is budgeted, as provided by the City of Flagstaff. Budgeted amounts are "forward looking statements" and should be viewed with an abundance of caution.

(3) Fiscal year 2010 beginning fund balance was restated due to a determination that prior year intergovernmental revenue had been incorrectly recorded as deferred revenue and should have been recognized as revenue in the year received.

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

DRAFT

[LETTERHEAD OF GREENBERG TRAURIG]

[Closing Date]

Mayor and Council of the
City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001 5399

Re: City of Flagstaff, Arizona General Obligation Bonds, Series 2014A and General Obligation Refunding Bonds, Series 2014B

We have examined copies of the proceedings of the Mayor and Council of the City of Flagstaff, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned Bonds (together, the "Bonds"), described more particularly as follows:

$_____*	$_____*
City of Flagstaff, Arizona	City of Flagstaff, Arizona
General Obligation Bonds	General Obligation Refunding Bonds
Series 2014A	Series 2014B
(the "New Money Bonds")	(the "Refunding Bonds")

Dated the Date Hereof

Bearing interest (payable January 1, 2015*, and semiannually thereafter on July 1 and January 1) at the rate per annum, and maturing on July 1 of each year, in the years and amounts, as follows:

New Money Bonds

Year	Principal Amount	Interest Rate
	$	%

*Preliminary, subject to change.

Refunding Bonds		
Year	**Principal Amount**	**Interest Rate**
	$	%

Principal of the Bonds being payable at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., the Bond Registrar and Paying Agent, and semiannual interest being payable by check mailed to the registered owners thereof, as shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding that interest payment date.

The Bonds being subject to redemption as described in the hereinafter defined Ordinance.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax without limitation as to rate to pay the principal of and interest on the Bonds, but limited with respect to the Refunding Bonds to a total amount not greater than the total aggregate principal and interest to become due on the bonds being refunded with proceeds of the sale of the Refunding Bonds (the "Bonds Being Refunded") from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The net proceeds of the Refunding Bonds have been deposited in an irrevocable trust for the payment of the Bonds Being Refunded with interest on maturity or upon an available redemption date. The owners of the Refunding Bonds must rely on the sufficiency of such funds for payment of the Bonds Being Refunded. The issuance of the Refunding Bonds shall in no way infringe upon the rights of the holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal and interest on the Bonds Being Refunded if such funds prove insufficient.

Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the last sentence of this paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and the interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retro-active to their date of issuance. The Mayor and Council of the City have ordained in Ordinance No. 2014-__, adopted by the Mayor and Council of the City on [January 21, 2014] (the “Ordinance”), to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same

limitations in the penultimate paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds. In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of those rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

DRAFT

$_____*	$_____*
City of Flagstaff, Arizona	City of Flagstaff, Arizona
General Obligation Bonds	General Obligation Refunding Bonds
Series 2014A	Series 2014B

(CUSIP BASE NUMBER 338423)

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered on behalf of the City of Flagstaff, Arizona (the "City"), in connection with the sale and issuance of the captioned Bonds (together, the "Bonds").

In connection with the Bonds, the City covenants and agrees as follows:

1. Definitions. In addition to the terms defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Information" means the financial information and operating data set forth in Exhibit I.

"Annual Information Disclosure" means the dissemination of disclosure concerning Annual Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Listed Event*" means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

"MSRB" means the Municipal Securities Rulemaking Board.

"Underwriter" means the broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Rule" means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

"State" means the State of Arizona.

"Undertaking" means the obligations of the City pursuant to Sections 4, 5, 6 and 7 hereof.

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*Preliminary, subject to change.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Underwriter in complying with the requirements of the Rule.

3. CUSIP Number/Final Official Statement. The Base CUSIP Number of the Bonds is 338423. The Final Official Statement relating to the Bonds is dated _____, 2014.

4. Annual Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate the Annual Information and the Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), to the MSRB through EMMA, in a format prescribed by the MSRB. The City is required to deliver such information in such manner and by such time so that such entity receives the information on the date specified.

If any part of the Annual Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of the Annual Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City hereby covenants that it will disseminate notice of occurrence of a Listed Event to the MSRB through EMMA not later than ten business days after the occurrence of the Listed Event, in a format prescribed by the MSRB, except that for the events 2, 7, 10, 13 and 14, listed in Exhibit II, the City will provide such notice if it determines that such event would be material under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner to the MSRB through EMMA, in a format prescribed by the MSRB, of any failure to provide Annual Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be an event of default on the Bonds or the ordinance pursuant to which they were authorized. The sole remedy under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any provision of this Undertaking, the City by certified resolutions authorizing each amendment or waiver, may amend this Undertaking, and any provision of the Undertaking may be waived, if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the role, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the beneficial owners of the Bonds, as determined by an independent counsel or other entity unaffiliated with the City.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation or relating to repayment of the Bonds. The City shall give notice in a timely manner if this Section is applicable to the MSRB through EMMA, in a format prescribed by the MSRB.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Listed Event.

12. Beneficiaries. This Undertaking has been executed in order to assist the Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Information Disclosure and notices of occurrence of Listed Events including the content of such disclosure or notices, the names of the entities with whom such disclosure or notices were filed and the date of filing such disclosure or notices.

14. Governing Law. This Undertaking shall be governed by the laws of the State and is subject to the provisions of Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein by this reference.

CITY OF FLAGSTAFF, ARIZONA

By_____
Barbara Goodrich, Management
Services Director

Address: 211 West Aspen Avenue
Flagstaff, Arizona 86001-5399

Dated: [Closing Date]

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND AUDITED
FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB, in a format prescribed by the MSRB. If the information included by reference is contained in an Official Statement, the Official Statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

The Annual Financial Information exclusive of the Audited Financial Statements will be provided to the MSRB through EMMA, in a format prescribed by the MSRB, if any, no later than the first business day of February in each year commencing February 1, 2015. The Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If the Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by the Audited Financial Statements when available.

The Audited Financial Statements will be prepared according to generally accepted accounting principles, as applied to governmental units as modified by State law. The Audited Financial Statements will be provided to the MSRB through EMMA, in a format prescribed by the MSRB, within 30 days after availability to the City.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or accounting principles.

"Annual Financial Information" means the quantitative, financial information and operating data of the type included in the Final Official Statement relating to the Bonds on the following pages:

p. A-14 Record of Real and Secured Property Taxes Levied and Collected
p. A-15 Debt Limitation
p. A-16 General Obligation Bonded Debt Outstanding

EXHIBIT II

EVENTS FOR WHICH NOTICE OF OCCURRENCE
OF LISTED EVENTS IS REQUIRED

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;

    Note: for the purposes of the event identified in paragraph 12, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional Escrow Trustee or the change of name of a Escrow Trustee; if material.

APPENDIX D

COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE
CITY OF FLAGSTAFF, ARIZONA
FOR THE FISCAL YEAR ENDED
June 30, 2013

APPENDIX E

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED UNDER THIS APPENDIX "BOOK-ENTRY-ONLY SYSTEM" HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, BOND COUNSEL, OR THE UNDERWRITER AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Standard & Poor's has given DTC a rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as defaults. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Escrow Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Registrar and Paying Agent for the Bonds (the "Paying Agent") initially The Bank of New York Mellon Trust Company, N.A. as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct Participants and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered through its Participant to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interests in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Paying Agent or the City. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE AUTHORIZING RESOLUTION; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references herein to "Owner" or registered owners of the Bonds (other than under the captions "TAX MATTERS") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Paying Agent to DTC only.

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David McIntire, Asst. to City Manager - Real Estate
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration and Adoption of Resolution No. 2014-04: A resolution memorializing the direction received from City Council on the disposition of seventeen parcels of City of Flagstaff owned real property in a work session meeting on October 28, 2013.

RECOMMENDED ACTION:

1) Read Resolution No.2014-04 by title only
2) City Clerk reads Resolution No. 2014-04 by title only (if approved above)
3) Adopt Resolution No. 2014-04

Policy Decision or Reason for Action:

Approval of Resolution 2014-04 will memorialize the City Council's direction provided in work session on October 28, 2013, regarding the potential disposition of seventeen parcels of City-owned land. The work session provided direction, but did not include an action item. Resolution 2014-04 will formalize that direction. The actual disposition of each parcel will require an additional action, most likely by Ordinance.

Financial Impact:

Approval of the Resolution itself will not have any financial impact as it simply memorializes Council's direction; however, the process of enacting the direction memorialized in the Resolution will require resources. Depending on the specific direction and the individual parcel these could include, but are not limited to, costs for appraisals, survey work, title work, specific fund reimbursement for alternative use of purchased land, opportunity costs and staff time. Additionally, in the cases of the parcels with City Council direction to sell, trade, or develop, there is a potential for positive revenue generation.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

City Council direction was received at work session on October 28, 2013. Actions relating to individual parcels were also addressed by various City Council decisions over years past.

Options and Alternatives:

1) Approve Resolution 2014-04. This will memorialize the previous guidance and staff will bring action items forward on specific parcels.
2) Amend and approve Resolution 2014-04. This will clarify or change previous guidance and provide updated direction for staff. Staff will bring action items forward on specific parcels.
3) Do not approve Resolution 2014-04 and provide additional direction.

Background/History:

On October 28, 2013, City staff presented seventeen parcels of City owned land for discussion and direction. This Resolution memorializes the direction received that evening from the Council in order to formalize it as an action item. The seventeen parcels were identified through an exclusion based process which removed parcels that were under one half acre, legally restricted or committed for specific long term uses. Staff provided recommendations for the parcels based on internal conversations and presentations were given to a number of City Commissions as well as ECONA. There was significant public interest in specific parcels.

The primary reason for the process was to assist staff in gaining a better understanding of Council's preferred use of City-owned land. The timing of the process was fairly quick to ensure guidance was received prior to the Regional Plan adoption. The Council's guidance provided on October 28th was incorporated into the Regional Plan draft.

Resolution 2014-04 will make the guidance a formal action item. Additionally, any changes in the disposition or status of a parcel will be brought forward for City Council consideration as an additional action item. This will provide much more detail regarding the method, process and implications of the action and additional opportunity for public comment.

Key Considerations:

It is beneficial for City staff to have a clear understanding of City Council's preferred use for City owned land.

The discussion on October 28, 2013 provided direction to memorialize by this Resolution.

Action on individual parcels will be subsequently brought forward for consideration.

There was significant public interest in certain parcels.

Additional opportunities for public comment will be presented with each subsequent action item.

There will be costs and time associated with some of the direction given, and there may be multiple viable methods for implementing the Council's direction.

Community Benefits and Considerations:

The disposition of each parcel will have a different potential for community benefit. Memorializing the Council's direction will provide longevity and formalityand guide staff in its implementation. This will result in beneficial uses City owned land while providing effective governance through staff's improved understanding of Council's preference.

Community Involvement:

Consult

Staff's recommendations were presented to various City Commissions and ECONA prior to the work session. Commission recommendations, when different from staff recommendations, were provided to City Council as part of the presentation. Significant public comment was received prior to the meeting and at the meeting.

Attachments: Res. 2014-04

RESOLUTION NO. 2014-04

RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, MEMORIALIZING THE REAL PROPERTY INVENTORY COMPLETED ON OCTOBER 28, 2013

RECITALS:

WHEREAS, the City Council is authorized under the City Charter to make decisions regarding the disposition of real property (land) owned by the City of Flagstaff; and

WHEREAS, the ability of City staff and the community to know and understand the City Council's desires regarding certain parcels of unrestricted land is beneficial to the future disposition of the parcels; and

WHEREAS, on October 28, 2013 City staff presented seventeen parcels of City owned land to the City Council to receive guidance on the potential disposition of those parcels; and

WHEREAS, on October 28, 2013, the City Council provided guidance and direction to City staff with respect to the seventeen parcels of City owned land presented by City staff; and

WHEREAS, all changes in current disposition will require additional City Council consideration and action and additional opportunities for public comment.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA does hereby memorialize the Real Property Inventory completed on October 28, 2013 as follows:

Section 1. The parcel identified as Coconino County Assessor Parcel Number (APN) 110-03-001B, which is located adjacent to the Buffalo Park, will have a proposal brought forward for City Council consideration and possible action to preserve it as open space.

Section 2. The parcel identified as APN 300-47-004, located near the intersection of Mount Elden Lookout Road and Shultz Pass Road, will have a proposal brought forward for City Council consideration and possible action to preserve it as open space.

Section 3. The parcel identified as APN 107-01-001B, located West of Izabel Street and on McMillan Mesa, is to have no proposals for consideration or action regarding disposition brought forward for City Council consideration at this time, however this does not prevent options from being presented to City Council for consideration and possible action at any time in the future.

Section 4. The parcel identified as APN 109-02-001N, located West of Izabel Street and on McMillan Mesa, is to have no proposals for consideration or action regarding disposition brought forward for City Council consideration at this time, however this does not prevent options from being presented to City Council for consideration and possible action at any time in the future.

Section 5. The parcel identified as APN 100-01-001G, adjacent to Thorpe Park and Clark Homes, will have a proposal brought for City Council consideration and possible action to be split into two parcels along the current boundary between the vacant portion and the multi-use fields (southern portion). The vacant portion will be available for use for affordable housing. The southern portion, which is currently being used as a multi-use field, will remain under current use and a separate proposal will be brought forward for City Council consideration and possible action to incorporate the southern portion into Thorpe Park.

Section 6. The parcel identified as APN 111-22-059, which is a parcel located south of Cheshire, will have a proposal brought forward for City Council consideration and possible action to preserve it as open space.

Section 7. The parcel identified as APN 111-22-056, which is located south of Cheshire, will be reviewed by staff for potential alternate dispositions. If no alternative disposition is viable it will have a proposal brought forward for City Council consideration and possible action to preserve it as open space.

Section 8. The parcel identified as APN 301-08-003F, located near Silver Saddle Road, will be marketed and a sale or trade transaction will be brought forward for City Council consideration and possible action after a procurement process has identified an acceptable offer.

Section 9. The parcel identified as APN 301-08-056, located near Silver Saddle Road, will be marketed and a sale or trade transaction will be brought forward for City Council consideration and possible action after a procurement process has identified an acceptable offer.

Section 10. The parcel identified as APN 102-10-021P, a portion of the Flagstaff Urban Trail System near Venus Drive, will be analyzed by staff to determine if there is significant benefit to preserving the trail and the drainage through reserving easements and subsequently selling the parcel. If the analysis shows there is significant potential benefit then such a proposal will be brought to City Council for consideration and possible action. If there is not significant benefit to the sale of the parcel no proposal will be brought forward for City Council consideration or action.

Section 11. The parcel identified as APN 101-28-008A, near Turquoise and Ponderosa Parkway, will have a proposal brought forward for City Council consideration and possible action to preserve it as open space.

Section 12. The parcel identified as APN 100-43-003B, on the northeast corner of Milton Road and Phoenix Avenue, will be site designed and used for Economic Development or a Public Facility either through planned development or sale. Either option for future use will be brought forward to the City Council for consideration and possible action.

Section 13. The parcel identified as APN 106-04-007B, near Herold Ranch Road, will be marketed and a sale or trade transaction will be brought forward to City Council for consideration and possible action once a procurement process has identified an acceptable transaction.

Section 14. The parcel identified as APN 112-01-001C, known as the McAllister Ranch Property, will have a proposal brought forward for City Council consideration and possible action to be divided into three parcels. The portion north of the railroad tracks will have a proposal brought forward for City Council consideration and possible action to preserve it as open space. The portion south of the railroad tracks and within the 100 year floodplain, or required for drainage and flood control, will be preserved for those drainage and flood control purposes. The portion south of the railroad tracks and not encumbered for the flood control purposes will be used for a public facility or marketed and a sale or trade transaction will be brought forward to the City Council for consideration and possible action.

Section 15. The parcel identified as APN 104-09-002D, which is located at the corner of O'Leary Street and Lonetree Road, will remain vacant or as a community garden pending further conversations with the neighboring community about the parcel's history and the proposed use for affordable housing. Any proposed change of use will be brought forward to the City Council for consideration and possible action.

Section 16. The parcel identified as APN 106-08-001C, which is just southwest of Foxglenn Park, will have a proposal brought forward for City Council consideration and possible action to be split into two parcels. One of the new parcels, representing the majority of the current parcel, will be preserved as open space. The small second parcel, a portion outside of the floodplain (to be determined) will be analyzed for future possible uses as the Fourth Street Corridor develops.

Section 17. The parcel identified as APN 104-12-003C, located near the Sawmill Complex, will have a proposal brought forward for City Council consideration and possible action to be split into two parcels. One of the new parcels, representing the majority of the current parcel, will be preserved as open space. The small second portion (to be determined) that will be analyzed for future use as a public facility.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21th day of January, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Michael Scheu, Building Official
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Public Hearing and Consideration and Approval of Lien: Recovery of cost of cleanup of the accumulation of weeds, vegetation, junk, dead organic matter, rat harborages on the premises of 1726 N. Kutch per Notice and Order.

RECOMMENDED ACTION:

1) Hold Public Hearing
2) Approve lien assessment on the property located at 1726 N. Kutch.

Policy Decision or Reason for Action:

Subsidiary Decisions Points: Council needs to 1. Confirm the report of the reason for the work done and the work that was done, 2. Approve the charge, 3. Approve the authority of staff to place lien on property.

Financial Impact:

The City has acquired the cost of cleaning up the property and will have to continue the clean up until property owner takes on the responsibility of keeping the property from becoming a harborage for vermin.

Connection to Council Goal:

Effective governance, livability through good neighborhoods.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1) Approve staff placing lien on the property for work done.
2) Disapprove the lien and try to recover the cost some other way.
3) Disapprove lien and absorb the cost.

Background/History:

The property at 1726 N. Kutch has been abandoned for more than 15 years which allowed for the overgrowth of aspen trees, grass and the accumulation of leaves that provided a harborage for vermin in the front yard. There was also a wood pile in the rear side yard that was decaying and was providing a harborage for vermin. Numerous complaints were received by the neighbors that they were seeing an increase in vermin around their property. After numerous attempts to contact the property owner by certified mail, each time the certified letter came back unclaimed.

Key Considerations:

As is required by the Uniform Housing Code, the City Clerk has sent a certified letter to the property owner notifying them of the public hearing. She has also published a notice in the newspaper and the property will be posted.

Community Involvement:

Involve - The City received numerous complaints from the neighbors of the increase in vermin and the overgrowth of vegetation.

Expanded Options and Alternatives:

None

Attachments:

Report for work done
Invoice
Health Dept. report
Before picture
Before picture
Before picture
After Cleanup picture
After cleanup picture
After cleanup picture
Returned mailings
N & O posting

Report for work performed by the City of Flagstaff on the property of 1726 N. Kutch .

On November 30, 2013, the City of Flagstaff completed the cleanup of the property at 1726 N. Kutch. The purpose was to eliminate the harborages for vermin due to complaints by the neighbors of an increase in rodents and based on a report from the Coconino County Health Dept. Officer to comply with Section 1001.11 of the Uniform Housing Code. After numerous failed attempts to contact the property owner of the issue, staff determined the City should hire a local landscape contractor to clean up the property. The work performed is as follows:

Front yard:

- moving the tires and shingles to the back yard,
- remove the Aspen tree suckers,
- trim juniper bushes back off driveway,
- mow and weed wack the entire front yard
- remove the leaves and debris from the front yard

Backyard:

- Remove the decaying wood pile near the back gate.

The Property is located at:

Address:	1726 N. Kutch Flagstaff, Arizona, 86001 Coconino county
Legal Description:	Kaibab Plaza, Unit 03, Lot: 60 Sixteenth: NE, Quarter: SE, Section: 09, Township: 21N, Range: 07E
Parcel Number:	102-07-042
Property Owner:	Maria Schulz 4045 S. Lake Mary Road, No. 23 Flagstaff, Arizona 86005

Attached is an invoice describing the work done and the cost of the cleanup.

MORNING Dew LANDSCAPING, INC.

14 S. Leroux
Flagstaff, AZ 86001
(928) 779-3125

Date	Invoice #
11/30/2013	13-2612

Bill To
City of Flagstaff 1726 N. Kutch Dr.

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Maintenance	Perform clean up work as discussed during walk thru to include the following: Front yard - Move tires and shingles to backyard. Remove Aspen suckers and suckers around mailbox. Trim junipers off driveway. Mow/weed wack entire front yard. Clean up all leaves and debris from front yard. Backyard - Remove wood pile near back gate. Cost includes hauling and dump fees.	622.00			100.00%	100.00%	622.00

Payments made by a credit card are subject to a 3% service charge.

Subtotal	$622.00
Sales Tax (5.4899%)	$0.00
Total	$622.00
Payments/Credits	$0.00
Balance Due	$622.00

Mike Scheu

From: Murray, Hugh [hmurray@coconino.az.gov]
Sent: Tuesday, August 27, 2013 8:11 AM
To: Mike Scheu
Subject: Report on property located at 1726 Kutch Drive, Flagstaff, AZ

On Thursday August 22, 2013 at approximately 1430 I met Mike Scheu, Manager of the Building Department for the City of Flagstaff at 1726 Kutch Drive, Flagstaff, AZ to do an inspection of the property for evidence of rodent harborage. The front area of the property was found to be completely over grown and would provide excellent harborage for rodents. At the west side of the property behind a locked fence we found a large pile of fire wood which would also provide excellent rodent harborage. Finally, at the east side of the property we found a storage shed which was in very bad repair, and which would also provide harborage for rodents. It is my professional opinion that the areas in question should be cleaned up to prevent the possibility of rodent infestations, especially deer mice, which are the vectors of hantavirus.

Hugh L Murray, Jr.

Environmental Specialist III

Coconino County Public Health Services District

Phone: 928.679.8757

hmurray@coconino.az.gov

City of Flagstaff
4324 ECE
211 W. Aspen
Flagstaff, Arizona 86001

7007 0710 0004 4605 0333

016H26516516
$05.54
07/28/2010
Mailed From 86001
US POSTAGE

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AUG 03 2010

NAME
1ST NOTICE 8.1
2ND NOTICE 8.18
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MARIA SCHULZ
4045 S. LK. MARY RD. #23
FLAGSTAFF,

1st Notice
2nd Notice

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RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 86001539999 *2714-05954-28-37

86001@5399
08540@490

CERTIFIED MAIL™

City of Flagstaff
4324 ECE
211 W. Aspen
Flagstaff, Arizona 86001

7007 0710 0004 4605 0340

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07/28/2010
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MARIA SCHULZ
1726 N. KUTCH DR.
FLAGSTAFF,

1st Notice
2nd Notice

09/08/2010

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RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
*2714-05955-28-37

City of Flagstaff

September 4, 2013

VIA CERTIFIED MAIL # __
RETURN RECEIPT REQUESTED

Property Owner: Maria Schultz
2551 35th St.
Los Alamos, NM 87544

Site Address: Single Family Dwelling
1726 N. Kutch
Flagstaff, Arizona 86001

Parcel No.: 102-07-042

Reference No.: 13-003-16S

NOTICE AND ORDER TO REMEDY INSANITARY CONDITION

Pursuant to Chapter 4-01 of the City of Flagstaff Municipal Code and the 1997 Uniform Housing Code, adopted by reference therein, you are hereby notified that on August 19, 2013 building inspectors from the City of Flagstaff Community Development Division and the Coconino County Health Department conducted an inspection of the premises at 1726 N. Kutch after receiving complaints of a public nuisance due to a lack of maintenance, faulty weather protection, and hazardous and insanitary conditions. The 2012 Coconino County Assessor's tax roll lists you as the owner of the property.

During inspection the following conditions and defects were found to exist at the Property:

A. **Violation of the Uniform Housing Code, Section 1001, Subsection 1001.11,** ***The accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions on a premises constitutes fire, health or safety hazards that shall be abated.*****" Report from a Coconino County Health Department officer has determined that the overgrown vegetation and leaves on the West and North side of the lot, the decaying wood pile on the North side behind a locked gate and fence, and the storage shed, (well house) on South side yard all provide an excellent harborage for vermin.**

By reason of the conditions and defects specified above, the Property has been found to be subject

City of Flagstaff

September 4, 2013

VIA CERTIFIED MAIL # __
RETURN RECEIPT REQUESTED

Property Owner: Maria Schultz
4945 S. Lake Mary Road #23
Flagstaff, AZ. 86001

Site Address: Single Family Dwelling
1726 N. Kutch
Flagstaff, Arizona 86001

Parcel No.: 102-07-042

Reference No.: 13-003-16S

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By reason of the conditions and defects specified above, the Property has been found to be subject

Arizona Relay Service 7-1-1
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main & TDD (928) 774-5281 • Fax (928) 779-7696

to abatement as defined in Section 202 of the 1997 Uniform Housing Code.

Under Section 1103 of the 1997 Uniform Housing Code, the Property is subject to the following:

1. Remove the overgrown vegetation and decaying wood pile, seal up the well house so as not to provide a harborage for vermin. All work must be inspected by the City of Flagstaff's Code Enforcement Officers. Work is to commence no later than September 30, 2013 and the work must be completed no later than October 31, 2013.

Failure to remedy, as specified, may result in the City of Flagstaff abating the dangerous conditions and defects, without further notice to you. Any costs related thereto would become the responsibility of the property owner(s) and may result in a lien being place against the Property or its owner.

The decision of the Building Official contained herein ordering the above prescribed action may be appealed to the Board of Appeals by any person having any record title or legal interest in the Property by preparing a written appeal and filing it with the Community Development Department of the City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001 within thirty (30) days from date of this Notice and Order. Failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter. There is a $250.00 fee for the application to the Building and Fire Code Board of Appeals

If an appeal is filed, the appellant may present any relevant evidence, and may be, but need not be, represented by legal counsel. The Uniform Housing Code, Chapters 12 and 13, outlines the process for filing an appeal and the procedures for conducting a hearing. For your convenience, a copy of both chapters is attached to this letter.

Respectfully,

Michael Scheu,
Building Official
City of Flagstaff

Attachments:

Chapters 12 & 13, Uniform Housing Code
Coconino County Health Dept. Report

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	John Saltonstall, Business Retention & Expansion Manager
Date:	01/15/2014
Meeting Date:	01/21/2014

TITLE:

Consideration and Possible Adoption of Resolution No. 2014-05: A resolution of the Council of the City of Flagstaff, Arizona approving a Pre-Annexation, Development and Oversizing Agreement between W. L. Gore & Associates, Inc. and the City of Flagstaff

RECOMMENDED ACTION:

1) Read Resolution No. 2014-05 by title only
2) City Clerk reads Resolution No. 2014-05 by title only (if approved above)
3) Adopt Resolution No. 2014-05

Policy Decision or Reason for Action:

Business retention and expansion efforts seek to grow existing businesses in the area. As a bio-tech, medical device manufacturer, W.L.Gore & Associates is a community asset employing over 2,000 residents locally. This effort is the first step in their future planning process. In addition, state law allows municipalities and private property owners outside of municipal boundaries to enter into pre-annexation agreements prior to annexation. W.L.Gore seeks to enter into a pre-annexation agreement with the City of Flagstaff to extend and upgrade water service then sewer service to the Woody Mountain Campus on Kiltie Lane. The pre-annexation agreement provides assurances to W.L.Gore while planning for potential future expansion and undertaking the annexation process. Upgraded water service will provide W.L.Gore & Associates improved water services, quality, and increased capacity for fire protection. By participating in the oversizing of the water line loop, the City of Flagstaff also implements this portion of expanded services to the western edge of the current City limits.

Financial Impact:

Financial impacts include the cost of upsizing the water line to meet regional plan. Upsizing costs will be borne by the City Utilities Division. The Utilities Department has approved and budgeted $450,000 in FY14 for this west side waterline expansion. To date, only $10,000 has been spent leaving a remaining amount of $440,000 to be used towards reimbursement. The engineer's estimate of total probable cost for this waterline expansion is estimated to be $786,250. The City's portion will be the cost associated with upsizing the pipeline from an 8" diameter to an 18" diameter pipe. The exact reimbursement amount will be determined once the actual bids are received. The Utilities Division currently has no monies budgeted for any sewer upsizing at this time. Once the sewer line discussions begin and upsizing becomes a possibility, staff will present the opportunity to Council to determine the level of City participation in that future, potential project. The City is not obligated to participate in sewer line reimbursement and any future request for funding will be brought to Council for approval prior to any action.

Connection to Council Goal:

Effective Governance - This Pre-annexation, Development and Oversizing Agreement Between W.L.Gore & Associates Inc. and the City of Flagstaff is a project that conveys effective governance through the collaboration with private industry to plan for future growth. In that same manner, the project retains and expands a diverse economic base.

Has There Been Previous Council Decision on This:

No. While Council approved a pre-annexation agreement through Resolution 2005-65 in 2005, Council has not taken any action on this current item. Council approved CIP budget expenditures in April 2013 for this waterline expansion.

Options and Alternatives:

1) Approve Resolution 2014-05 and authorize the agreement as proposed.
2) Amend and approve Resolution 2014-05. This may delay or prevent implementation of the agreement as it may require additional negotiations with W.L. Gore.
3) Reject the request for pre-annexation entirely. This option may compel W.L.Gore to consider other locations outside the region that may allow for future growth.

Background/History:

W.L.Gore & Associates has been in Flagstaff since 1967 where they have grown over the years to be one of the largest private sector industries in the region. Home to their medical services division, W.L.Gore has also earned the place of being the largest bio-medical research and developer and manufacturer in the region attracting highly skilled employees from around the world and producing various spin-off companies that have remained in the region as well. Additionally, W.L.Gore & Associates requested an Out of City Water and Sewer Service Agreement in January 2013. The request was approved by the Water Commission contingent upon W.L.Gore entering into appropriate agreements for each service and upon a pre-annexation agreement regarding their property.

Key Considerations:

The Pre-annexation, Development and Oversizing Agreement will allow W.L.Gore to receive the Out of City Water and Sewer Service Agreement as recommended by the City of Flagstaff Water Commission. The agreement also states that W.L.Gore supports the City annexing the property at a future date.

Expanded Financial Considerations:

While waterline upsizing reimbursement costs have been considered and budgeted, sewer upsizing reimbursement costs have not been budgeted at this time. Land acquisition/easement costs for the sewer alignment are unknowns at the present time and will be determined in the future. The City's participation in any sewer line upsizing has not yet been determined. The City is not obligated to participate in sewer line reimbursement. Any future request for funding will be brought to Council for approval prior to any action.

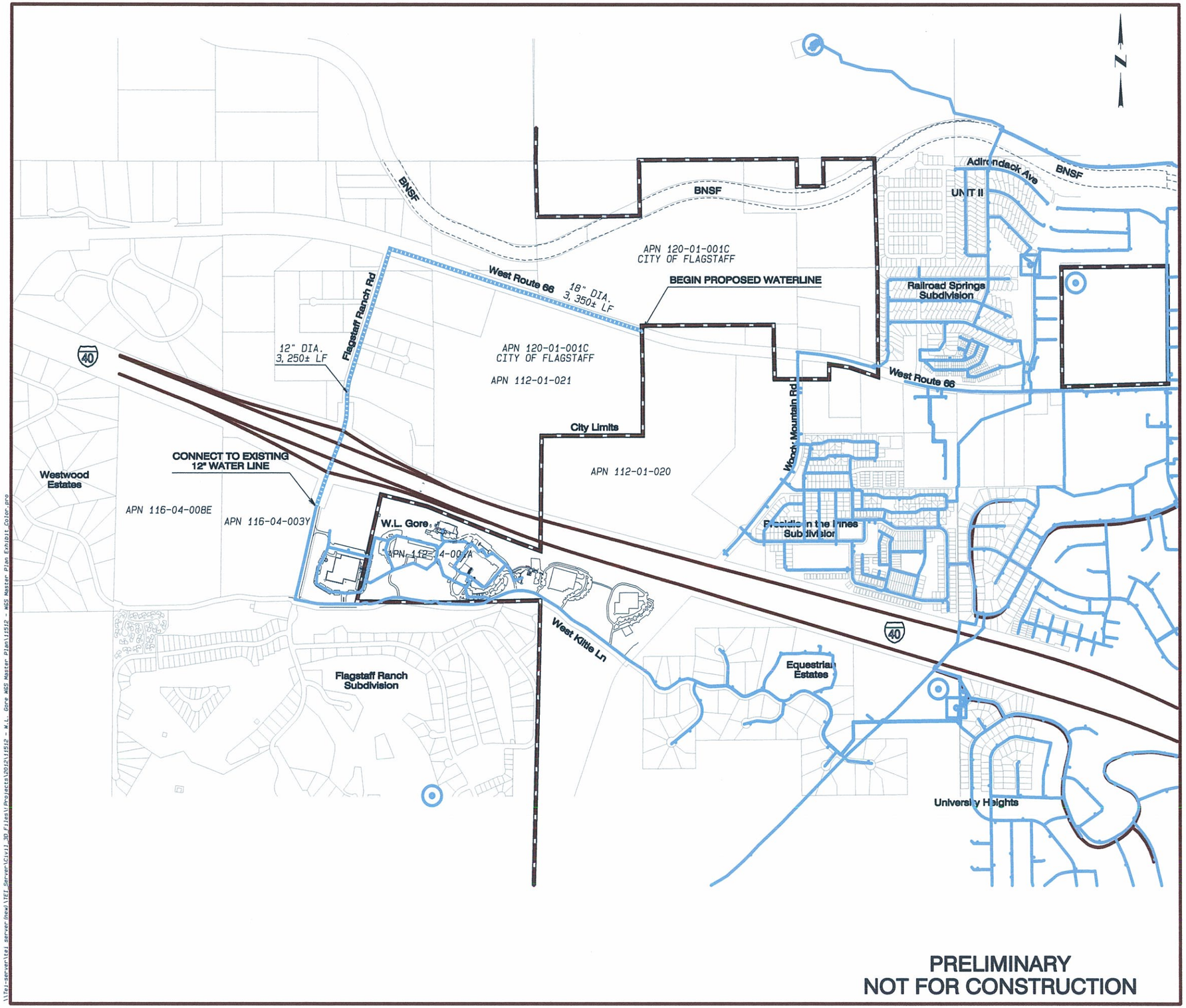
Community Benefits and Considerations:

W.L.Gore & Associates employs over 2,000 people locally. As many of their employees are educated in medical, engineering, and manufacturing disciplines, those employees also seek to provide their children and communities with access to educational opportunities to grow the next generation of employees in those fields. This dynamic translates to great interest in STEM fields of study and robust interaction in the community and education system. There is also an economic benefit for the community in having higher wage employees in the region.

Community Involvement:

There has not been any community involvement at this time. The annexation process, however, by State Statute will require public notice to residents and public meetings, with ultimate approval to be provided by Council during a regularly scheduled council meeting.

Attachments: Water Alignment Map
Res. 2014-05
Agreement w/Exhibits



PRELIMINARY
NOT FOR CONSTRUCTION

LEGEND

- Existing Waterline
- Proposed Waterline
- Flagstaff City Limits
- Existing Roadway
- Storage: Tank/Reservoir
- Booster Station

NOTE:
18" DIP WATERLINE EXTENSION FROM WOODY MOUNTAIN ROAD TO CITY OF FLAGSTAFF LIMITS (COF PROJECT No. 524100) DESIGNED NOT BUILT.

MASTER WATER UTILITY EXHIBIT FOR
W.L. GORE & ASSOCIATES, INC.
FLAGSTAFF, ARIZONA

TURNER ENGINEERING INC.
528 W. Aspen Avenue
Flagstaff, Arizona 86001
(928) 779-1814

WATER EXHIBIT

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RESOLUTION NO. 2014-05

A RESOLUTION APPROVING A PRE-ANNEXATION, DEVELOPMENT AND OVERSIZING AGREEMENT BETWEEN W.L.GORE & ASSOCIATES, INC. AND THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, W.L. Gore & Associates, Inc. ("Gore") is the owner of certain parcels of real property within Coconino County, Arizona, generally known as the Woody Mountain Campus, near Kiltie Lane and Flagstaff Ranch Road, which is currently outside the incorporated boundaries of the City ("Property"), and

WHEREAS, Gore desires and intends to further develop the Property for research and development, and

WHEREAS, Gore desires and intends to construct off-site water and sewer facilities and the City intends and desires to pay for oversizing of off-site water facilities, and

WHEREAS, Gore desires and intends to provide new and additional water and sewer services to certain parcels of the Property, and

WHEREAS, under the City's current out-of-City water and sewer service extension policy as set forth in the City code, the City may consider out-of-City water and service extension requests on a case-by-case basis, and to grant such requests subject to special conditions, including an agreement to annex formalized by a written and signed contract, and

WHEREAS, the City's Water Commission has recommended that the City grant such service extension subject to the special condition that Gore agree to annex the Property upon the City's request, and

WHEREAS, Gore desires to enter into an agreement wherein the City may annex the Property at a future date and establish development and regulatory parameters of future development upon annexation, and

WHEREAS, Gore and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes Sections 9-471 and 9-500.05, and

WHEREAS, this agreement is consistent with the Regional Land Use and Transportation Plan applicable to the Property on the date this Agreement is executed, and

WHEREAS, the development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents by: (i) increasing tax and other revenues to the City based upon, among other things, the construction and improvements on the Property and the use of the Property for business purposes and (ii) creating a regional water loop that will improve water quality and dependability.

ENACTMENTS:

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

SECTION 1. The City Council approves the Agreement entitled Preannexation, Development and Oversizing Agreement between W.L.Gore & Associates, Inc. and the City of Flagstaff on file in the office of the City Clerk, and the Mayor is authorized to sign the Agreement on behalf of the City.

SECTION 2. The City Council approves the extension of out-of-city water and sewer services to the Property subject to the terms of the Agreement.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 21Sst day of January, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

When recorded, mail to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

PREANNEXATION, DEVELOPMENT AND OVERSIZING AGREEMENT BETWEEN W. L. GORE & ASSOCIATES, INC. AND CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this _____ day of _____, 2013, by and between W. L. GORE & ASSOCIATES, INC., a Delaware Corporation (hereinafter "Owner"), and the CITY OF FLAGSTAFF, an Arizona Municipal Corporation, (hereinafter "City").

RECITALS

A. The Owner is the owner of certain parcels of real property situated within Coconino County, Arizona, currently located inside and outside the incorporated boundaries of the City. The property, generally known as the "Woody Mountain Campus," is shown on the attached Exhibits A, B, and B-1 (collectively the "Property"). That portion of the Property located outside the City Limits is depicted and legally described in Exhibits B and B-1 (collectively the "County Property.") The Owner hereby represents and warrants to the City that it is the sole fee-title owner of the Property and that to the best of its actual knowledge no other person or entity has any legal or equitable ownership interest in the property except: easements and conditions of record.

B. The City and the Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-471 (pertaining to annexation) and A.R.S. § 9-500.05 (pertaining to development agreements) in order to facilitate the annexation, municipal zoning designation, design and construction of off-site water and sewer facilities, and development of the Property providing for among other things: (1) conditions, terms, restrictions and requirements for annexation of the County Property to the City; (2) the permitted uses for the Property; and (3) other matters related to development of the property.

C. The Owner desires and intends to develop the Property for research and development (the "Project") pursuant to the terms and conditions of this Agreement and the Preliminary Site Plan for W.L. Gore & Assoc. (concept plan) prepared by Kenneth A. Krenke, dated April 15, 1997, that is attached as Exhibit C (the "Concept Plan"). The City agrees that the Owner may develop the Property and pull building permits for the County Property in the event that annexation is delayed, pursuant to Coconino County's approval process.

D. The City and Owner acknowledge that the annexation and ultimate development of the Property within and as an integral part of the City would be a project of significance, and the Owner desires assurances from the City of the City's willingness to proceed with the

required procedures so that the Property will be consistent with the Flagstaff Area Regional Land Use and Transportation Plan ("Land Use Plan"). This Agreement is consistent with the City Land Use Plan applicable to the Property on the date this Agreement is executed.

E. The Owner acknowledges that annexation of the County Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that it will have the ability to develop the County Property pursuant to this Agreement in a manner consistent with Owner's abutting property within the City, currently zoned R&D-E (Research and Development Industrial District Established) with a Business Park (BP) designation and/or current zoning for the County Property .

F. Pursuant to the City's current out-of-City water and sewer service extension policy, as set forth in Resolution No. 1521, adopted December 15, 1997 (the "Resolution") and current Section 2-04-001-0008 and -0009 of the Flagstaff City Code, owner has applied for out-of-City water and sewer service for parcels 116-04-008E and 116-04-003Y. Under this policy, the City may consider out-of-City water and sewer service extension requests on a case-by-case basis, and to grant such requests subject to special conditions. The City's Water Commission had recommended that the City grant such service extension subject to the express special condition that Owner agrees to execute a Preannexation Agreement for the above-mentioned parcels with the City of Flagstaff.

G. The City shall provide new and additional water service to parcels 116-04-008E and 116-04-003Ypursuant to the terms of this Agreement and applicable City ordinances. The off-site water facilities required to provide the new and additional services will be designed and constructed by the Owner. The City will pay for oversizing of the off-site facilities to provide a regional benefit to the area. Upon completion of the construction and acceptance of the work by the City, the City will acquire ownership of the off-site water facilities.

H. The Property currently has an on-site water and fire hydrant system that the Owner wishes to dedicate to the City, along with easements for those facilities. The Owner and the City desires and intends to negotiate an agreement regarding those on-site facilities separate from this Agreement. The City desires and intends to accept those water improvements into the City system that provide water and fire protection to existing buildings of Owner after Owner brings the system up to then current City Code requirements as determined by independent consultant, WLB Group, attached as Exhibit E hereto and incorporated herein by reference. The City Utility Director has authority to negotiate and execute the above mentioned agreement discussed in this Section H.

I. City and Owner acknowledge and agree that the development and construction of a regional water loop for the City of Flagstaff will result in economic benefit to the City and its residents by improving water quality and dependability.

J. The City shall provide water and sewer service to the Property pursuant to the terms of this Agreement.

K. The City confirms that prior to the execution of this Agreement, the City has met all legal requirements for its approval under state and local law.

L. This Agreement is not intended to in any way limit City's remaining obligations to provide water, sewer, fire and emergency services under the terms of the Preannexation and Development Agreement between Owner and City dated June, 2005, as it relates to parcel 116-04-007F.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, City and Owner state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals and all exhibits are incorporated into this Agreement by this reference.

2. Agreement to Annex. Following the execution of this Agreement and upon Ninety (90) days written notice from the City Manager, Owner shall submit an application for annexation of the County Property to the City. By executing this Agreement, the Owner is agreeing to the annexation of the County Property at a future date subject to the requirements of A.R.S. §§ 9-471 through 9-472 relating to annexation of the County Property and conditioned only upon those provisions and conditions contained in this Agreement, the requirements of the laws of the State of Arizona and the currently existing ordinances of the City. Owner further agrees to timely sign the petition required by law for annexation.

3. Duration of this Agreement. If not sooner terminated in accordance with the provisions hereof, this Agreement, including the right of the City to annex the County Property into the City and the Owner's agreement to annex the County Property, shall continue in full force and effect from the recording date of this Agreement for a period of ten(10) years, except that if a signed annexation petition has been filed with the Coconino County Recorder and the annexation process is pending adoption of an ordinance annexing the County Property or other Flagstaff City Council action, this Agreement shall stay in effect for any additional time necessary to complete the annexation. The failure to complete annexation prior to expiration of this Agreement shall not affect the extension of the water and sewer lines to the Property or the Owner's right to use City water and sewer services pursuant to the terms currently established by the City Water Commission and all applicable City ordinances as though the County Property had been annexed to the City.

4. Zoning.

   4.1. Zoning and Land Use Plan Designation Upon Annexation. The City and the Owner acknowledge that A.R.S. § 9-471(L) requires the City to initially zone annexed property for densities and land uses no greater than the previously

existing county zoning for such lands. The City determined that the zoning designations under the Flagstaff Zoning Code most comparable to the Coconino County ("County") zoned MP-20,000 (Industrial Park Zone) designation is RD, Research and Development Zone. The most comparable City zone for the land in the County zoned CH-10,000 (Commercial General) is CC, Community Commercial Zone. If the County Property is annexed under this Agreement, the City agrees to adopt the RD, Research and Development, zoning classification for the County Property currently in the MP-20,000 to be effective after the annexation has become final. As to all County Property within the CH-10,000 Zone, the City agrees to adopt the CC, Community Commercial, zoning classification for the County Property to be effective after the annexation has become final.

4.2. Vested Zoning and Protected Development Rights. As to the Property, the City's RD zoning district currently allows development on the Property that is compatible and consistent with the established research and development use on the Owner's abutting development per the Concept Plan, set forth in the Preliminary Site Plan for W.L. Gore & Assoc. (concept plan) prepared by Kenneth A. Krenke, dated April 15, 1997, that is attached as Exhibit C (the "Concept Plan"). The City agrees that for construction occurring on properly zoned property in the City, upon the Owner's commencement of grading pursuant to a validly issued permit, the Owner's right to complete the construction as shown on the Concept Plan vests, and the Owner has a protected development right to complete the Project pursuant to the Concept Plan and the existing zoning. Any revocation of the Owner's development rights after annexation shall be pursuant to A.R.S. § 9-1204.

4.3. Further Zoning Changes. Upon annexation, the portion of the County Property that will be zoned CC, Community Commercial, will not be compatible and consistent with research and development uses as proposed on the Concept Plan. The Owner may apply for zoning map amendment from CC to the RD, Research and Development Zone. This zoning classification is consistent with the current Office/Business Park Designation of the Regional Land Use and Transportation Plan and thus no amendment to the plan will be required. The Owner can apply for the zoning map amendment concurrently with the annexation application. If this zoning is approved by the Council, the zoning of the entire Property will be compatible and consistent with the current research and development uses as anticipated on the Concept Plan and only site-plan approval will be required for the individual development(s) within the Property to assure that the individual proposed development(s) will be in complete compliance with the City of Flagstaff development requirements, so long as the current zoning code remains in effect, and is not changed by Owner's request.

4.4. Growth Boundary. The City hereby acknowledges that the Property is within the current Urban Growth Boundary (UGB) Stage 1 established by the Land Use Plan.

5. Regulation of Development; Fees.

5.1. Jurisdiction. Except as otherwise specified in this Agreement, until such time as the County Property is annexed into the City, the Property shall be governed by the ordinances, rules, regulations, permit requirements, building codes, and other requirements of Coconino County, Arizona, including fee provisions. After the annexation is complete, and subject to the requirements of Sections 5 and 6 of this Agreement, the development of the Property shall be governed by the ordinances, rules, regulations, permit requirements, and other requirements of the City, including fee provisions.

5.2. Off-Site Water Facility Review Fees. Owner shall pay to the City all plan review, permitting and inspection fees associated with construction of off-site water facilities and any other City infrastructure improvements for which the initial review will be conducted by the City. The Owner will pay for the City's cost for inspecting the installation work through the fee for issuance of the City's permit.

5.3. Mutual Review. On-site grading, drainage plans, site plans, and building elevation plans shall be reviewed and approved by Coconino County with City comments provided through a mutual review process. Drainage structures within the current City limits shall meet City design criteria. The design engineer shall provide Rough and Final Grading Certification that certifies the grading was performed according to the approved drainage plans to the City if in the City, and to the County if in the County.

6. Water Infrastructure.

6.1. Water Facilities. The Owner retained Turner Engineering, Inc. to provide design services for the off-site water facilities. Specifically, the scope and nature of the off-site water facilities to be constructed are as described in Exhibit D and more particularly described in the plans prepared by Turner Engineering, Inc. (the "Water Facilities"). The proposed extension of the Water Facilities has been designed and will be constructed by Owner at Owner's cost. The Owner will follow the City's procurement requirements for all construction. The City will pay for the cost of oversizing the water-utility facilities to meet regional needs as described in Exhibit D-1. Owner and City may, pursuant to current ordinances, implement a Recapture Agreement to be reimbursed for certain costs of the waterline by other property owners along the waterline extension.

6.2. Construction of Public and Other Related Improvements. Following construction of the Water Facilities, dedication of the Water Facilities to the City, and acceptance by the City Engineer as prescribed in the Flagstaff City Code, the City agrees to assume, at its expense, the ownership, maintenance and repairs of the Water Facilities in accordance with City policies. The Owner, however, warrants

workmanship and material for the Water Facilities to the benefit of the City for a period of one (1) year from the date of acceptance.

6.3. Water Main, Responsibility for Repairs and Replacements, Indemnification. Owner shall provide the City all required easements for the on-site water main and the easements necessary to access the main upon reasonable request. Owner will obtain required permits or other required land rights from Coconino County for all facilities placed in County right-of-way. The Owner agrees to provide a diagram of all property that may be served by any main and appurtenances upon completion and acceptance of the work by the City. The Owner is responsible for any and all repairs or replacements that become necessary as a direct or indirect result of the creation, building or construction of the Water Facilities, including but not limited to repairs or replacement of sidewalks, paving or other utilities. The Owner agrees to indemnify and hold harmless the City from any loss or damage of any nature arising in connection with any act or omission of Owner, its agents, employees, contractors or subcontractors in the course of the performance of the Owner's obligations under this Section 6.

7. City Water Services.

7.1. Comparable Service. Once the Water Facilities are accepted by the City Engineer, the City agrees to provide the Property with comparable levels of water infrastructure and services to the level generally provided for like properties in the City of Flagstaff.

7.2. Approval of Plan for Facilities. The City, by executing this Agreement, approves the Water Facilities as shown on Exhibit D hereto and more particularly described by the design prepared by Turner Engineering, Inc. In the case of conflict between Exhibit D and the design and construction documents prepared by Turner Engineering, Inc., the more detailed plan controls.

7.3. Coordination of Facilities and Timing of Annexation. Owner and City shall mutually cooperate to coordinate the timing of the Water Facilities installation to the Property. This Preannexation Agreement must be filed by the Owner with the Coconino County Recorder before the City begins to provide additional water services to parcels 116-04-008E and 116-04-003Y as a result of the construction of the Water Facilities.

7.4. Water Connection and Capacity Fees, Out-of-City Service. The parties expressly acknowledge and agree that when the new and additional water service is established for parcels 116-04-008E and 116-04-003Y as the result of the construction of the Water Facilities, Owner shall pay those water-capacity fees generally required by the Flagstaff City Code as a condition for connecting to the City's water distribution system, whether or not the County Property has been annexed. The size of the meter purchased with the water-capacity fees will determine the allocation of water capacity consistent with the City's ordinances

and policies, as may be amended from time to time. If the process of annexation of the Property is not completed before the City begins providing water services, the Owner understands that it must pay out-of-City rates until the annexation process is completed. The City acknowledges its obligation under current case law to continue to provide water service to the County Property once it undertakes to do so as long as the City owns or controls the water utility and the County Property water usage is not abandoned.[1]

8. Sewer-Waste Water.

8.1 Sewer Facilities. Owner plans to gravity flow waste through permanently dedicated public sewer mains. If Owner proceeds to establish sewer, Owner is required to extend public sewer lines adequate to carry all anticipated contributory flows generated by their Property, as well as, any potential flows from upstream sources for areas reasonably anticipated to be annexed to the City of Flagstaff. The sewer collection system serving this site is anticipated to be along the alignment, as shown on map 1 (Engineer's Paul Turner's map), is designed to service the proposed expansion of Owner's facilities and the ultimate density of the drainage area. Capacities of lines are to be determined for an entire drainage area, developed or undeveloped, which may be reasonably serviced by the proposed system or by future extensions of the system. There are off-site modifications to the existing sewer system required for this development. Off-site sewer improvements include the installation of 18", 15" and 12" sewer lines in order to connect to the existing City sewer system. This reach is approximately 9014' feet in length and runs from Railroad Springs subdivision to WL Gore property south of Interstate 40 along the Clay Wash drainage basin. Infrastructure improvements shall include sewer line, manholes and any other incidental utility improvements necessary for construction. It is the Owner's responsibility to design, acquire adequate right-of-way, and construct the sewer line in accordance with all City, State and Federal rules and regulations. The City agrees that the Owner may design and construct sewer/waste-water facilities as described above (the "Sewer Facilities") at its own cost to access the City's system. The Owner will follow the City's procurement requirements for all design and construction.

8.2. Construction of Public and Other Related Improvements. Following construction of the Sewer Facilities, dedication of the Sewer Facilities to the City, dedication of easements for the property containing the Sewer Facilities, and acceptance of the Sewer Facilities by the City Engineer as prescribed in the Flagstaff City Code and acceptance of the easements for the property by the City Council, the City agrees to assume, at its expense, the ownership, maintenance and repairs of the Sewer Facilities in accordance with City policies. The Owner, however, warrants workmanship and material for the Sewer Facilities to the benefit of the City for a period of one (1) year from the date of acceptance.

[1] Yuma Valley Land Co., LLC v. City of Yuma, 227 Ariz. 228, 256 P.3d 625(2011).

In the event the Owner elects to construct the sewer under this Article 8 and as outlined in the immediately preceding Paragraph 8.1, the Owner and City agree that any one or a combination of the following methods may be used to construct said sewer lines:

A. A Recapture Agreement, under City Ordinance, and/or a Private Agreement with the property owners within the Clay Wash Drainage Basin;

B. City participation in upsizing the sewer line, similar to the agreement for waterline upsizing, provided that funds become available;

C. Creation of a City Improvement District, to the extent legally possible;

D. City cooperation and approval for the creation of a County Improvement District, to the extent legally possible;

E. Private Agreements between Owner and others to provide for the extension of the sewer and any other utilities.

8.3. Responsibility for Repairs and Replacements, Indemnification. Owner or other property owners, whose property the sewer lines must cross, shall provide the City all required easements for the on-site sewer main and the easements necessary to access the main upon reasonable request. Owner will obtain required permitor other required land rights from Coconino County for all facilities placed in County right-of-way and permits or other required land rights from the Arizona Department of Transportation for all facilities placed in State right-of-way. The Owner agrees to provide a diagram of Owner's property that may be served by any main and appurtenances upon completion and acceptance of the work by the City. The Owner, during construction, and One (1) year after completion, is responsible for any and all repairs or replacements that become necessary as a direct or indirect result of the creation, building or construction of the Sewer Facilities, including but not limited to repairs or replacement of sidewalks, paving or other utilities. The Owner agrees to indemnify and hold harmless the City from any loss or damage of any nature arising in connection with any act or omission of Owner, its agents, employees, contractors or subcontractors in the course of the performance of the Owner's obligations under this Section 8. Owner agrees it will negotiate with other property owners to obtain the necessary easements for the sewer lines.

8.4 City, in the City's sole discretion, may seek to exercise the power of eminent domain for sewer right-of-way easements if Owner is unable to reasonably negotiate for such sewer easements. If the City decides to exercise the power of eminent domain, the Owner will pay all costs for the exercise of eminent domain, including but not limited to the cost of the easements, attorney's fees, and court costs.

9. City Sewer and Waste-Water Service.

9.1. Comparable Service. Once the Sewer Facilities are accepted by the City Engineer, the City agrees to provide the Property with comparable levels of sewer infrastructure and services to the level generally provided for like properties in the City of Flagstaff. All property for which water or sewer service is desired shall, as a minimum requirement of service, be provided with a sewer main and waste water services for the parcel as defined in the City of Flagstaff engineering standards.

9.2. Approval of Plan for Facilities. All design and construction plans for Sewer Facilities must be approved by the City and the County where required.

9.3. Coordination of Facilities and Timing of Annexation. Owner and City shall mutually cooperate to coordinate the timing of the Sewer Facilities installation to the Property. This Preannexation Agreement must be filed by the Owner with the Coconino County Recorder before the City begins to provide sewer services to parcels 116-04-008E and 116-04-003Y as a result of the construction of the Sewer Facilities.

9.4. Sewer and Wastewater Connection and Capacity Fees, Out-of-City Service. The parties expressly acknowledge and agree that when the sewer service is established for parcels 116-04-008E and 116-04-003Y as the result of the construction of the Sewer Facilities, Owner shall pay those sewer- capacity fees generally required by the Flagstaff City Code as a condition for connecting to the City's sewer and wastewater system, whether or not the County Property has been annexed. The size of the water meter purchased will dictate the sewer-capacity fees and will determine the allocation of sewer capacity consistent with the City's ordinances and policies, as may be amended from time to time. If the process of annexation of the Property is not completed before the City begins providing sewer services, the Owner understands that it must pay out-of-City rates when Owner starts using sewer service, and until the annexation process is completed. The City acknowledges its obligation under current case law to continue to provide sewer service to the Property once it undertakes to do so as long as the City owns or controls the wastewater utility.[2]

10. Fire and Emergency Medical Services. Owner currently has a Subscription Fire Services Agreement with the City for the provision of fire and emergency medical services to the Property. The Parties agree that the Agreement shall be continually renewed on an annual basis, so long as the Property is owned by Owner and has not been annexed into the City, except in the case of non-appropriation or uncured breach of the Subscription Fire Services Agreement under its terms. In addition to the other terms specified in the Subscription Fire Services Agreement, the City agrees that the level of fire and

[2] Yuma Valley Land Co., LLC v. City of Yuma, 227 Ariz. 228, 256 P.3d 625(2011).

emergency services to the Property shall be the same as for other properties owned by Owner, or its successors and assigns, on Kiltie Lane that are in the City limits. This term shall survive the termination of this Agreement. The Subscription Fire Services Agreement shall be the means by which to compute the fees to be paid by Owner until the Property is annexed into the City.

11. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if hand delivered or sent by Registered Mail or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

If to the City:

City of Flagstaff
Attn: City Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001

With a copy to:
City of Flagstaff
Attn: City Attorney
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the Owner:

W. L. Gore & Associates
Attn: Eve Ross
1505 N. Fourth Street
Flagstaff, Arizona 86004

With a copy to:
Michael E.J. Mongini
Hufford, Horstman, Mongini, Parnell & Tucker
120 N. Beaver
Flagstaff, Arizona 86001

The parties may from time to time change the location for notices by giving written notice to the location then in effect for giving written notices under this Agreement.

12. Entire Agreement. This Agreement, any Exhibits attached hereto, and any addendum executed by the parties collectively shall constitute the entire understanding and agreement of the parties and supersede all prior agreements or understandings between the parties with respect to the subject matter thereof. No prior agreement or understanding shall be effective. No party hereto shall be liable or bound to any other party in any manner except as specifically set forth herein. This Agreement may not be modified or amended except by written agreement of the parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by the parties.

13. Waiver. Either of the parties shall have the right to waive performance by the other party of any obligation under this Agreement, but no such waiver shall be valid unless in writing signed by the party so waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14. Time Essence. Time is of the essence of this Agreement and of every term, covenant, condition and obligation hereof.

15. Interpretation. The captions or headings of the paragraphs hereof are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

16. Choice of Law. This Agreement shall be governed by the laws of the State of Arizona.

17. Additional Documents. Owner and City shall execute and deliver all such documents and perform all such acts as reasonably requested by either party from time to time after execution to carry out the matters contemplated by this Agreement.

18. Authority to Execute. The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing, if such party is signing in other than an individual capacity.

19. Attorneys' Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

20. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and in effect.

21. Arms Length. This Agreement has been negotiated at arms length by the parties, neither of whom was acting under any threat or duress. The parties hereby waive the application of any rule of law with respect to interpreting ambiguities which may exist herein against the party whose attorney prepared any draft hereof.

22. No Joint Venture. This Agreement shall not be construed as a Joint Venture or Partnership of any kind between the Owner and the City.

23. Successors and Assigns. All of the provisions hereof shall insure to the benefit and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.5(D), provided, however, Owner'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. The Owner agrees to notify the City within fifteen (15) days following any assignment.

24. No Third Party Beneficiaries. The City and Owner acknowledge and agree that the terms, provisions, and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the City and Owner, and none of the terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

25. Cancellation of Agreement. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

26. Amendment. This Agreement may be amended by mutual written consent of the parties.

27. Compliance with Federal Immigration Laws and Regulations. Owner hereby warrants to the City that the Owner and each of its subcontractors ("Subcontractor" or "Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Owner Immigration Warranty").

    27.1. A breach of the Owner Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Owner to penalties up to and including termination of this Agreement at the sole discretion of the City.

    27.2. The City retains the legal right to inspect the papers of any Owner or Subcontractor employee who works on this Agreement to ensure that the Owner or Subcontractor is complying with the Owner Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

    27.3. The City may, at its sole discretion, conduct random verification of the employment records of the Owner and any of Subcontractors to ensure compliance with Owner's Immigration Warranty. Owner agrees to assist the City in regard to any random verifications performed.

    27.4. The provisions of this Article must be included in any contract the Owner enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility, or improvement to real property.

IN WITNESS WHEREOF, the Parties, duly authorized, have executed this Preannexation, Development and Oversizing Agreement by and through their authorized representatives.

W. L. GORE and ASSOCIATES, INC.

_____

By: _____

Its: _____

CITY OF FLAGSTAFF, an
Arizona Municipal Corporation

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

State of Arizona)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2013, by _____, the _____ of W. L. GORE AND ASSOCIATES, INC., a Delaware Corporation, for and on behalf thereof.

_____

Notary Public

My Commission expires:

_____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
IN THE CITY

Coconino County APN 112-34-001A
Coconino County APN 112-08-004A

EXHIBIT A
LEGAL DESCRIPTION

That certain parcel of land as set forth in Docket 1359, Page 585 lying North of the Northerly right of way line of Kiltie Lane as dedicated to the City of Flagstaff through Instrument 3369064 and as shown as "Parcel 5" in Book 18 of Surveys, Page 37 and as "Parcel 5" in Book 19 of Surveys, Page 32, all of the Official Records of the Coconino County Recorders Office, the resulting parcel of land lies within Section 24 of Township 21 North, Range 6 East and in Sections 19 and 30 of Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian in the City of Flagstaff, Coconino County, Arizona, and is more particularly described by metes and bound as follows:

COMMENCING, for reference, at the section corner common to said Sections 24, 19 and 30; THENCE North 89°5'45" East along the line between Sections 19 and 30 (Basis of Bearing as per Instrument 3369064) a distance of 144.46 feet to the intersection of said Section line with the Northerly right of way line Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

The following courses are along said Northerly right of way line of Kiltie Lane:

THENCE South 59°13'32" East a distance of 90.93 feet to the beginning of non-tangent curve concave to the right;

THENCE Southeasterly along said curve with an arc length of 101.59 feet, through a central angle of 11°38'31", the radius of said curve is 500.00 feet, the chord of which bears South 53°24'16" East for 101.42 feet;

THENCE South 47°35'00" East a distance of 100.00 feet to the beginning of non-tangent curve concave to the left;

THENCE Southeasterly along said curve with an arc length of 104.89 feet, through a central angle of 15°01'28", the radius of said curve is 400.00 feet, the chord of which bears South 55°05'45" East for 104.59 feet;

THENCE South 62°36'31" East a distance of 100.00 feet to the beginning of non-tangent curve concave to the right;

THENCE Southeasterly along said curve with an arc length of 74.33 feet, through a central angle of 08°30'07", the radius of said curve is 500.90 feet, the chord of which bears South 58°21'26" East for 74.26 feet;

THENCE South 54°06'21" East a distance of 425.74 feet to the beginning of non-tangent curve concave to the right;

THENCE Southeasterly along said curve with an arc length of 79.98 feet, through a central angle

of 06°32'25", the radius of said curve is 700.70 feet, the chord of which bears South 50°50'11" East for 79.94 feet;

THENCE South 47°33'58" East a distance of 101.11 feet to the centerline of Woody Mountain Road;

THENCE North 44°15'44" East a distance of 1048.24 feet to the Southerly right of way line of Interstate 40;

THENCE North 74°05'11" West along said right of way line a distance of 1447.18 feet to the beginning of a non-tangent curve to the right;

THENCE Northwesterly along said curve with an arc length of 979.66 feet, through a central angle of 04°54'06", the radius of said curve is 11451.30 feet, the chord of which bears South 71°36'03" West for 979.36 feet;

THENCE continuing along said Southerly right of way line North 69°14'35" West a distance of 1000.70 feet;

THENCE North 76°24'41" West a distance of 590.55 feet;

THENCE South 13°09'00" West a distance of 1304.8179 feet back to the Northerly right of way line Kiltie Lane;

The remaining courses follow said Northerly right of way line:

THENCE EAST a distance of 107.67 feet to the beginning of non-tangent curve to the left;

THENCE Northeasterly along said curve with an arc length of 175.68 feet, through a central angle of 22°22'07", the radius of said curve is 450.00 feet, the chord of which bears North 78°48'55" East for 174.57 feet to the beginning of a reverse curve;

THENCE Northeasterly along said curve with an arc length of 284.87 feet, through a central angle of 29°47'03", the radius of said curve is 548.00 feet, the chord of which bears North 82°31'22" East for 281.67 feet;

THENCE South 82°35'07" East a distance of 488.71 feet to the beginning of non-tangent curve concave to the left;

THENCE Southeasterly along said curve with an arc length of 185.58 feet, through a central angle of 07°24'54", the radius of said curve is 1434.00 feet, the chord of which bears South 86°17'33" East for 185.45 feet;

THENCE EAST a distance of 234.12 feet to the beginning of non-tangent curve concave to the left;

THENCE Northeasterly along said curve with an arc length of 212.56 feet, through a central angle of 25°09'48", the radius of said curve is 484.00 feet, the chord of which bears North 77°25'06" East for 210.86 feet;

THENCE North 64°50'13" East a distance of 148.49 feet to the beginning of non-tangent curve concave to the right;

THENCE Southeasterly along said curve with an arc length of 545.70 feet, through a central angle of 57°25'21", the radius of said curve is 544.50 feet, the chord of which bears South 87°10'49" East for 523.15 feet;

THENCE South 59°13'32" East a distance of 138.07 feet to the Point of Beginning.

SID Parcel of land contains 71.697 acres, more or less, as shown on the attached EXHIBIT A-1, which is made a part of this description by this reference.

City File Number_____

Descriptive Title_____

EXHIBIT B

W.L. Gore Associates, Inc. Woody Mountain Campus in the County

Coconino County APN 116-04-007F,
Coconino County APN 116-04-003Y,
Coconino County APN 116-04-008E

EXHIBIT B
LEGAL DESCRIPTION

Three parcels of land situated in the South half of Section 24, Township 21 North, Range 6 East of the Gila and Salt River Base and Meridian in Coconino County, Arizona, described as follows:

APN 116-04-008E

That portion of that certain parcel of land as set forth in Docket 1454, Page 474 lying North of the Northerly right of way line of Kiltie Lane as dedicated through the plat of Westwood in Case 6, Map 35, and South of the Southerly righ of way line of Interstate 40 and more particularly described by metes and bounds as follow:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North 01°33'03" East along the West line of Section 24 a distance of 136.64 feet to the intersection of the Northerly right of way line of Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

THENCE continuing along said section line North 01°33'03" East a distance of 2570.69 feet to a point which lies along the Southerly right of way line of Interstate 40;

THENCE South 69°10'29" East along said right of way line a distance of 1.73 feet;

THENCE South 69°11'29" East a distance of 1381.91 to an angle point in the right of way;

THENCE South 00°44'51" West along said right of way a distance of 134.51 feet;

THENCE South 00°42'17" West along the East line of the West half of the West half of the Southwest quarter of Section 24 a distance of 1910.33 feet to the intersection with the Northerly right of way line of Kiltie Lane;

The following courses follow said Northerly right of way line of Kiltie Lane:

THENCE South 80°19'05" West a distance of 56.02 feet to the beginning of a curve to the left;

THENCE Southwesterly along said curve with an arc length of 27.76 feet, through a central angle of 04°49'11", the radius of said curve is 330.00 feet, the chord of which bears South 77°54'31"West for 27.75 feet;

THENCE South 75°29'56" West a distance of 252.14 feet to the beginning of a curve to the right;

THENCE Southwesterly along said curve with an arc length of 86.08 feet, through a central angle of 13°19'45", the radius of said curve is 370.00 feet, the chord of which bears South 82°09'47" West for 85.88 feet;

THENCE South 88°49'40" West a distance of 702.26 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 119.72 feet, through a central angle of 18°32'19", the radius of said curve is 370.00 feet, the chord of which bears North 81°54'08" West for 119.19 feet;

THENCE North 17°21'59" East a distance of 20.00 feet;

THENCE North 72°37'59" West a distance of 117.38 feet to the point of beginning.

Said parcel of land contains 71.813 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

APN 116-04-003Y

That portion of a parcel of land set forth in Docket 1407, Page 23 lying South of the Southerly right of way line of Interstate 40, West of Flagstaff Ranch Road and North of Kiltie Lane more particularly described by metes and bounds as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North 88°49'21" East a distance of 1339.95 feet to the Southeast corner of the West half of the West half of the Southwest quarter of Section 24;

THENCE North 00°42'17" East a distance of 142.60 feet along the East line of said West half of the West half of the Southwest quarter of Section 24 to the intersection with the Northerly right of way line of Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

THENCE continuing North 00°42'17" East a distance of 1910.33 feet to an angle point in the Southerly right of way line of Interstate 40;

THENCE North 89°37'06" East a distance of 188.49 feet to an angle point in said right of way;

THENCE South 63°59'52" East a distance of 1125.11 feet to an angle point in said right of way;

THENCE South 20°3'20" West a distance of 305.98 feet to an angle point in said right of way;

THENCE South 69°11'15" East a distance of 81.09 feet to the Northwest corner of Flagstaff Ranch Road as dedicated in Case 6, Map 35, said point being the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said right of way with an arc length of 5.45 feet, through a central angle of 00°07'43", the radius of said curve is 2429.64 feet, the chord of which bears South 12°43'09" West for 5.45 feet;

THENCE South 13°08'16" West along the Westerly right of way of Flagstaff Ranch Road a distance of 847.98 feet to the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said right of way with an arc length of 258.84 feet, through a central angle of 03°09'26", the radius of said curve is 4697.44 feet, the chord of which bears South 14°42'09" West for 258.81 feet;

THENCE South 62°03'45" West a distance of 34.96 feet to the beginning of a non-tangent curve to the left, said point lies along the Northerly right of way line of Kiltie Lane as dedicated in Case 6, Map 35;

The remaining courses follow said Northerly right of way line:

THENCE Northwesterly along said curve with an arc length of 66.89 feet, through a central angle of 16°39'47", the radius of said curve is 230.00 feet, the chord of which bears North 83°01'45" West for 66.65 feet;

THENCE South 88°38'21" West a distance of 311.79 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 37.43 feet, through a central angle of 07°56'31", the radius of said curve is 270.00 feet, the chord of which bears North 87°23'24" West for 37.40 feet;

THENCE North 83°25'08" West a distance of 215.17 feet to the beginning of a curve to the left;

THENCE Southwesterly along said curve with an arc length of 93.67 feet, through a central angle of 16°15'46", the radius of said curve is 330.00 feet, the chord of which bears South 88°26'58" West for 93.35 feet;

THENCE South 80°19'05" West a distance of 179.65 feet to the point of beginning.

Said parcel of land contains 42.566 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

APN 116-04-007F

A parcel of land situated in the South half of Section 24, Township 21 North, Range 6 East lying East of Flagstaff Ranch Road as dedicated in Case 6, Map 35, North of Kiltie Lane as dedicated as Parcel 4 in Instrument 3360226, South of the Southerly right of way line of Interstate 40 and West of that certain parcel of land described in Exhibit A on Page 3 of 7 in Docket 1359, Page 585, said parcel of land includes that portion of that certain parcel of land set forth in Docket 1772, Page 364 lying North of the Northerly right of way line of Kiltie Lane is more particularly described as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North 88°49'21" East a distance of 1339.95 feet to the Southeast corner of the West half of the West half of the Southwest quarter of Section 24;

THENCE North 88°38'24" East a distance of 1336.85 feet to the South quarter corner of said Section 24;

THENCE continuing along the South line of Section 24 South 88°44'28" West a distance of 367.57 feet;

THENCE North 13°09'00" East a distance of 44.36 feet to the TRUE POINT OF BEGINNING of this description, said point lies along the Northerly right of way line of Kiltie Lane;

THENCE West along said right of way line a distance of 466.91 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 59.86 feet, through a central angle of 13°43'10", the radius of said curve is 250.00 feet, the chord of which bears North 83°08'26" West for 59.72 feet;

THENCE North 76°16'51" West along said right of way line a distance of 186.99 feet to the Easterly right of way line of Flagstaff Ranch Road, said point is the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said Easterly right of way line with an arc length of 271.34 feet, through a central angle of 03°15'15", the radius of said curve is 4777.44 feet, the chord of which bears North 14°51'11" East for 271.30 feet;

THENCE North 13°08'06" East a distance of 842.64 feet to the Northeast corner of Flagstaff Ranch Road, said point lies along the Southerly right of way line of Interstate 40;

THENCE South 69°07'10" East a distance of 37.98 feet to an angle point in said right of way;

THENCE North 20°45'45" East a distance of 308.94 feet to an angle point in said right of way;

THENCE South 77°05'19" East a distance of 464.57 feet to an angle point in said right of way;

THENCE South 76°24'41" East along said right of way a distance of 150.04 feet;

THENCE South 13°09'00" West a distance of 1304.81 feet to the point of beginning.

Said parcel of land contains 21.538 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

City File Number_____

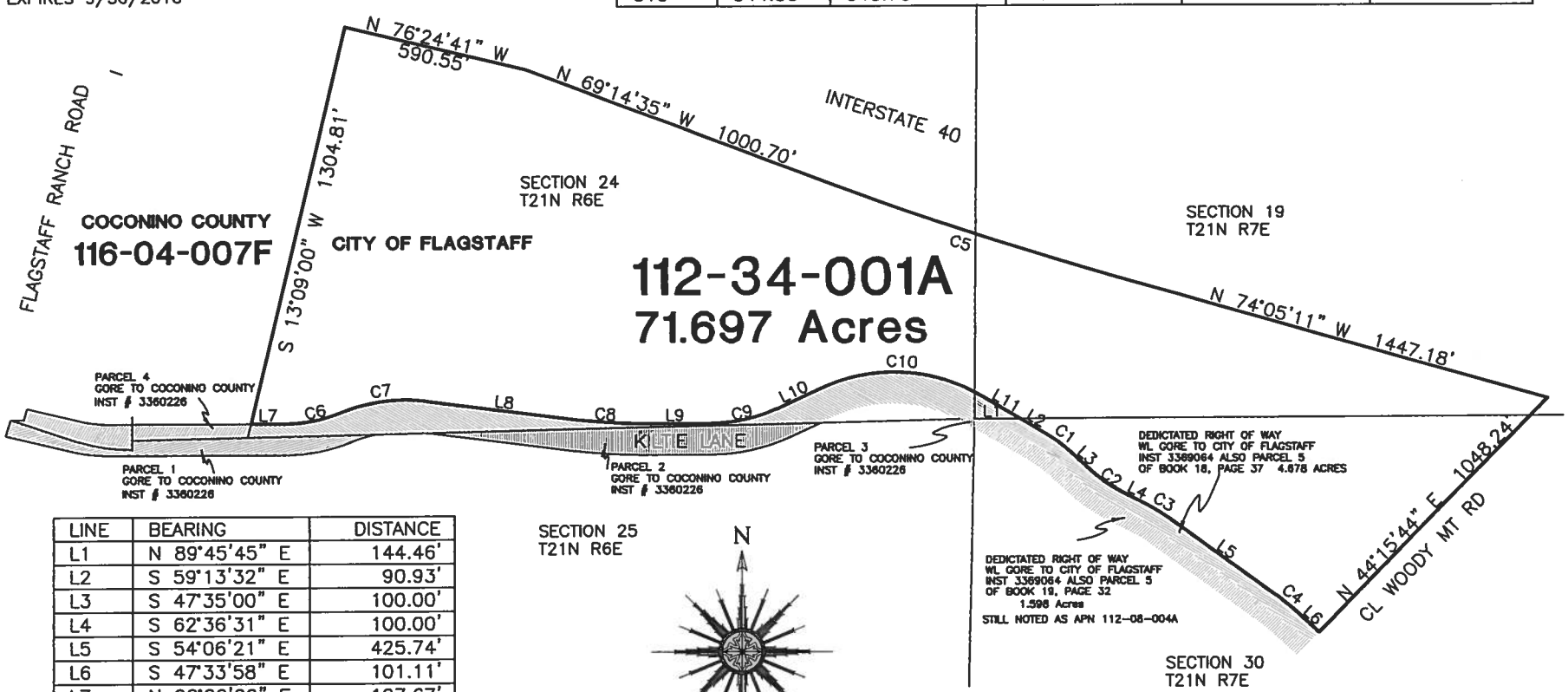
Descriptive Title_____

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26406
ALISA J.
TEMPLETON
1/6/14
Date Signed
ARIZONA USA

EXPIRES 9/30/2016

THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING RECORDED DIMENSIONS. NO FIELD WORK WAS DONE.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	500.00'	101.59'	101.42'	S 53°24'16" E	11°38'31"
C2	400.00'	104.89'	104.59'	S 55°05'45" E	15°01'28"
C3	500.90'	74.33'	74.26'	S 58°21'26" E	08°30'07"
C4	700.70'	79.98'	79.94'	S 50°50'11" E	06°32'25"
C5	11451.30'	979.66'	979.36'	N 71°36'03" W	04°54'06"
C6	450.00'	175.68'	174.57'	N 78°48'55" E	22°22'07"
C7	548.00'	284.87'	281.67'	N 82°31'22" E	29°47'03"
C8	1434.00'	185.58'	185.45'	N 86°17'33" E	07°24'54"
C9	484.00'	212.56'	210.86'	N 77°25'06" E	25°09'48"
C10	544.50'	545.70'	523.15'	S 87°10'49" E	57°25'21"



LINE	BEARING	DISTANCE
L1	N 89°45'45" E	144.46'
L2	S 59°13'32" E	90.93'
L3	S 47°35'00" E	100.00'
L4	S 62°36'31" E	100.00'
L5	S 54°06'21" E	425.74'
L6	S 47°33'58" E	101.11'
L7	N 90°00'00" E	107.67'
L8	S 82°35'07" E	488.71'
L9	N 90°00'00" E	234.12'
L10	N 64°50'13" E	148.49'
L11	S 59°13'32" E	138.07'

EXHIBIT A-1

EXTREME MEASURES LAND SURVEYS, INC.
10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.3661

JOB # 14-01

DRAWN BY:	CLIENT:	SCALE:	DATE:
ALISA TEMPLETON	WL GORE	1"=500'	6 JANUARY 2014

EXHIBIT B-1

THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING RECORDED DIMENSIONS. NO FIELD WORK WAS DONE.

SEE BOOK 6 OF SURVEYS PG 85, BOOK 10 OF SURVEYS, PAGE 5 AND CASE 6, MAP 35

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26406
ALISA J.
TEMPLETON
1/7/14
Date Signed
ARIZONA USA
EXPIRES 9/30/2016

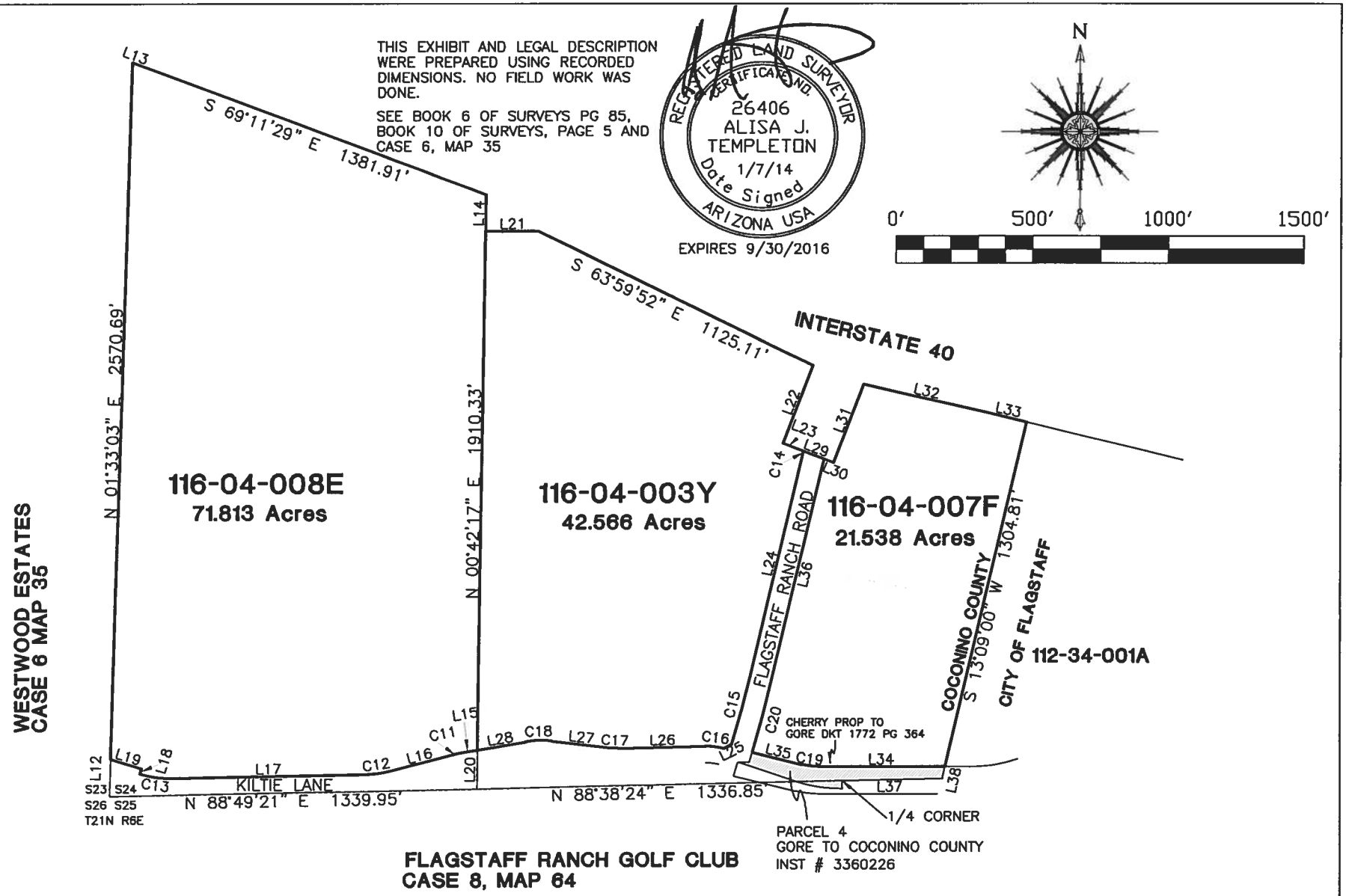


EXHIBIT B-1 SHEET 1 OF 2	EXTREME MEASURES LAND SURVEYS, INC. 10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.3661			JOB # 14-01
	DRAWN BY: ALISA TEMPLETON	CLIENT: WL GORE	SCALE: 1"=500'	DATE: 7 JANUARY 2014

L12	N 01°33'03" E	136.64'
L13	N 69°10'29" W	1.73'
L14	S 00°44'51" W	134.51'
L15	S 80°19'05" W	56.02'
L16	S 75°29'56" W	252.14'
L17	S 88°49'40" W	702.26'
L18	N 17°21'59" E	20.00'
L19	N 72°37'59" W	117.38'
L20	N 00°42'17" E	142.60'
L21	N 89°37'06" E	188.49'
L22	S 20°53'20" W	305.98'
L23	N 69°11'15" W	81.09'
L24	S 13°08'16" W	847.98'
L25	S 62°03'45" W	34.96'
L26	S 88°38'21" W	311.79'
L27	N 83°25'08" W	215.17'
L28	S 80°19'05" W	179.65'
L29	S 69°07'10" E	80.75'
L30	S 69°07'10" E	37.98'
L31	N 20°45'45" E	308.94'
L32	N 77°05'19" W	464.57'
L33	S 76°24'41" E	150.04'
L34	West	466.91'
L35	N 76°16'51" W	186.99'
L36	S 13°08'06" W	842.64'
L37	N 88°44'28" E	367.57'
L38	N 13°09'00" E	44.36'

C11	330.00'	27.76'	27.75'	S 77°55' W	04°49'11"
C12	370.00'	86.08'	85.88'	S 82°10' W	13°19'45"
C13	370.00'	119.72'	119.19'	N 81°54' W	18°32'19"
C14	2429.64'	5.45'	5.45'	S 12°43' W	00°07'43"
C15	4697.44'	258.84'	258.81'	S 14°42' W	03°09'26"
C16	230.00'	66.89'	66.65'	N 83°02' W	16°39'47"
C17	270.00'	37.43'	37.40'	N 87°23' W	07°56'31"
C18	330.00'	93.67'	93.35'	S 88°27' W	16°15'46"
C19	250.00'	59.86'	59.72'	N 83°08' W	13°43'10"
C20	4777.44'	271.34'	271.30'	N 14°51' E	03°15'15"

EXHIBIT B-1

SHEET 2 OF 2

EXTREME MEASURES LAND SURVEYS, INC.
10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.3661

JOB # 14-01

DRAWN BY:	CLIENT:	SCALE:	DATE:
ALISA TEMPLETON	WL GORE	1"=500'	7 JANUARY 2014

EXHIBIT C

Preliminary Site Plan for W.L. Gore & Assoc. (concept plan) prepared by Kenneth A. Krenke, dated April 15, 1997

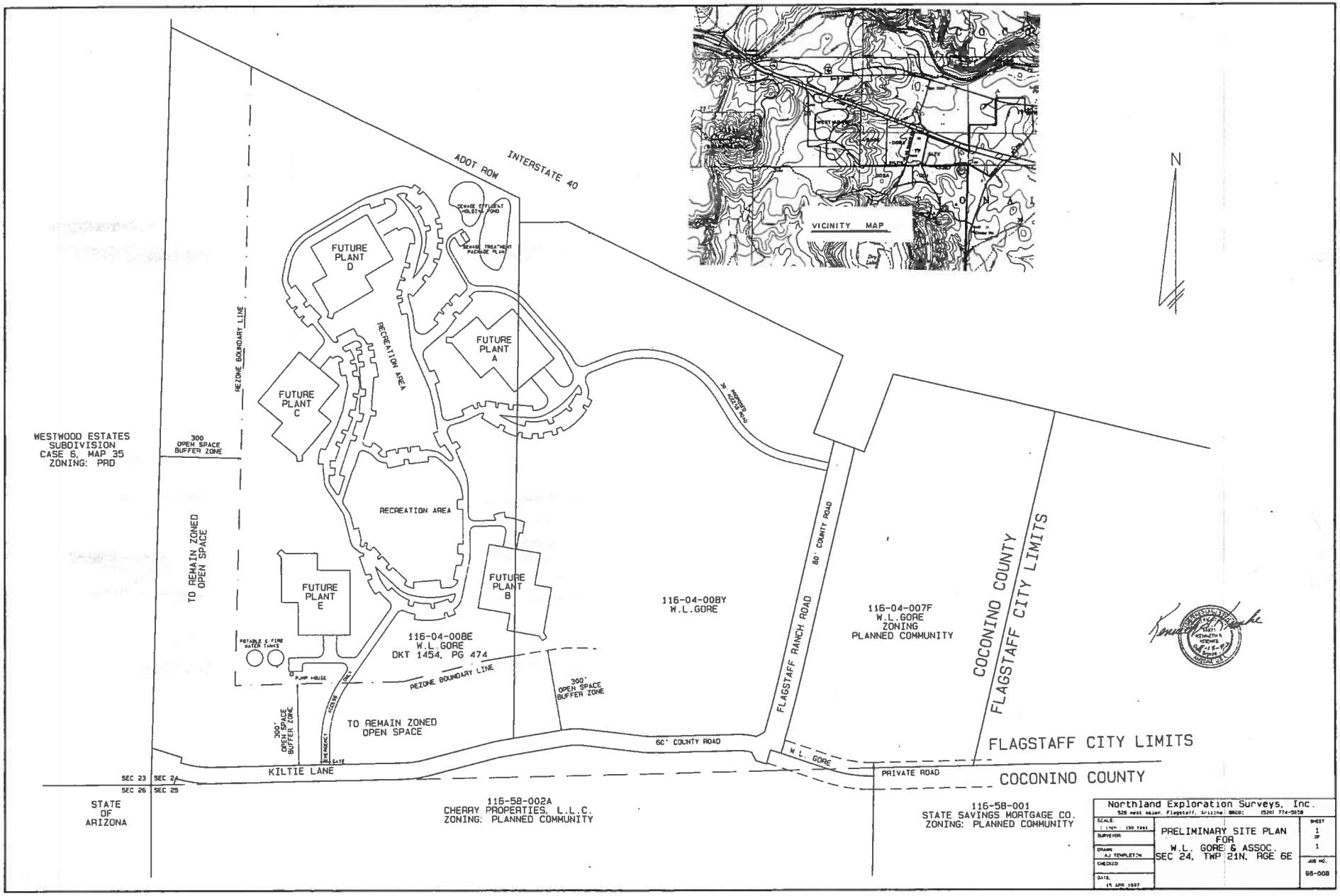

VICINITY MAP
N
ADOT ROW
INTERSTATE 40
FUTURE PLANT D
FUTURE PLANT C
FUTURE PLANT A
FUTURE PLANT B
FUTURE PLANT E
RECREATION AREA
RECREATION AREA
REZONE BOUNDARY LINE
WESTWOOD ESTATES SUBDIVISION CASE 6, MAP 35 ZONING: PRD
300 OPEN SPACE BUFFER ZONE
TO REMAIN ZONED OPEN SPACE
116-04-008E W.L. GORE DKT 1454, PG 474
116-04-008Y W.L.GORE
116-04-007F W.L.GORE ZONING PLANNED COMMUNITY
FLAGSTAFF RANCH ROAD
60' COUNTY ROAD
COCONINO COUNTY
FLAGSTAFF CITY LIMITS
PUMP HOUSE
POTABLE & FIRE WATER TANKS
300' OPEN SPACE BUFFER ZONE
TO REMAIN ZONED OPEN SPACE
60' COUNTY ROAD
W.L. GORE
PRIVATE ROAD
FLAGSTAFF CITY LIMITS
COCONINO COUNTY
KILTIE LANE
SEC 23
SEC 26
SEC 25
STATE OF ARIZONA
116-58-002A CHERRY PROPERTIES, L.L.C. ZONING: PLANNED COMMUNITY
116-58-001 STATE SAVINGS MORTGAGE CO. ZONING: PLANNED COMMUNITY
Northland Exploration Surveys, Inc.
PRELIMINARY SITE PLAN FOR W.L. GORE & ASSOC. SEC 24, TWP 21N, RGE 6E
SHEET 1 OF 1
JOB NO. 98-008

Exhibit D
Water Facilities
Map-1

CITY OF FLAGSTAFF, ARIZONA
WEST ROUTE 66 WATER TRANSMISSION MAIN

SITUATED IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST &
SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST
GILA & SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

ENGINEER

TURNER ENGINEERING INC.
528 WEST ASPEN AVENUE
FLAGSTAFF, ARIZONA 86001
CONTACT: PAUL W. TURNER, P.E. CFM
(928) 779-1814
PROJECT# 11512

UTILITY COMPANY ACKNOWLEDGEMENT

BY LETTER	05/24/13
ARIZONA PUBLIC SERVICE	DATE
BY LETTER	05/16/13
UNISOURCE ENERGY	DATE
BY LETTER	05/10/13
SUDDENLINK COMMUNICATIONS	DATE
BY LETTER	05/17/13
CENTURYLINK	DATE
BY LETTER	05/21/13
FLAGSTAFF RANCH WATER Co.	DATE

UTILITY COMPANIES

POWER
ARIZONA PUBLIC SERVICE
2250 EAST HUNTINGTON DRIVE
FLAGSTAFF, AZ. 86004
CONTACT: MELISSA NELSON
(928) 773-6418

TELEPHONE
CENTURYLINK
112 N. BEAVER STREET
FLAGSTAFF, AZ. 86001
CONTACT: CAROLE WILSON
(928) 779-4931

WATER & SEWER
CITY OF FLAGSTAFF
211 W. ASPEN AVE.
FLAGSTAFF, AZ. 86001
(928) 774-5281

GAS
UNISOURCE ENERGY CORP.
1459 EAST BUTLER AVE
FLAGSTAFF, AZ. 86001
CONTACT: DUNCAN JAKES
(928) 226-2214

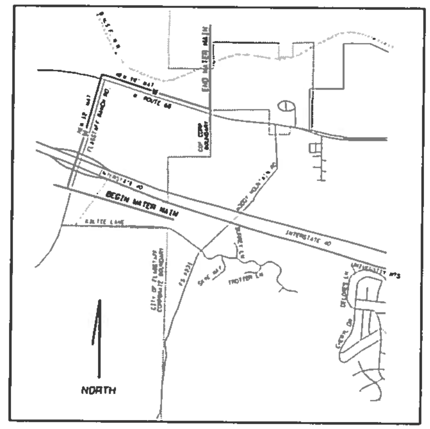
T.V
SUDDENLINK COMMUNICATIONS
1601 S. PLAZA WAY
FLAGSTAFF, AZ. 86001
CONTACT: RICHARD DAVIS
(928) 779-3661

1-800-STAKE-IT

SUMMARY OF UTILITY CONFLICTS/CROSSINGS

NOTE: THE FOLLOWING ARE THE ANTICIPATED CONFLICTS/CROSSINGS RELATIVE TO THE IMPROVEMENT PLANS FOR THIS PROJECT. ADDITIONAL CONFLICTS ARE POSSIBLE & THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES AS NECESSARY (BLUE STAKING, ETC.) TO PREVENT DAMAGING EXISTING UTILITIES.

NEW UTILITY	UTILITY CONFLICT	CROSSING LOCATION (APPROXIMATE)	SHEET
NEW 12" WATER LINE	FIBER OPTIC LINE	Sta. 0+22.0	5
	8" HIGH PRESSURE GAS MAIN	Sta. 0+22.5	5
	CONDUIT BANK	Sta. 13+22.9	6
	FIBER OPTIC LINE	Sta. 13+31.3	6
	8" DIP WATER LINE	Sta. 13+55.4	6
	10" DIP GAS SLEEVE	Sta. 13+84.6	6
	ELECTRIC LINE	Sta. 16+92.6	6
	WATER SERVICE	Sta. 17+85.4	6
	CONDUIT BANK	Sta. 19+02.5	6
	CONDUIT BANK	Sta. 19+08.0	6
	6" GAS SLEEVE	Sta. 22+82.0	7
	1" WATER SLEEVE	Sta. 22+88.0	7
	CONDUIT BANK	Sta. 23+49.9	7
	CONDUIT BANK	Sta. 23+55.7	7
	ELECTRIC LINE	Sta. 24+54.9	7
	CATV	Sta. 24+58.9	7
	1" WATER SLEEVE	Sta. 25+10.2	7
	4" GAS MAIN	Sta. 25+32.4	7
	6" PVC GAS SLEEVE	Sta. 25+35.5	7
	8" WATER LINE	Sta. 25+37.0	7
	CONDUIT BANK	Sta. 25+64.0	7
	CONDUIT BANK	Sta. 25+68.2	7
	1" WATER SLEEVE	Sta. 26+15.3	7
	PVC DRY UTILITY SWEEPS	Sta. 29+57.0	7
NEW 18" WATER LINE	CATV	Sta. 32+78.7	7
	3/4" GAS SERVICE	Sta. 39+88.2	8
	8" HIGH PRESSURE GAS MAIN	Sta. 52+60.4	9



VICINITY MAP
NO SCALE

PROJECT LEGEND

LINETYPES
- EX. R.O.W.
- EX. PROPERTY LINE
- CENTERLINE
- EX. EASEMENT
- EX. ELEV= 7085'
- EX. FENCE
- EX. ELECTRIC LINE
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. OVERHEAD ELEC
- EX. UNDERGROUND ELEC
- EX. OVERHEAD TELE
- EX. WATER LINE
- NEW WATER LINE
- EX. STORM DRAIN

SYMBOLS
- BOREHOLE
- FOUND CORNER
- EX. ELECTRIC BOX
- EX. FIRE HYDRANT
- EX. GAS MARKER
- EX. LIGHT POLE
- EX. POWER POLE
- EX. REFLECTOR
- EX. SIGN
- EX. TEL RISER
- WATER METER
- EX. WATER VALVE
- NEW WATER VALVE

ABBREVIATIONS
- AP ANGLE POINT
- B&C BOX & COVER
- BFL BUTTERFLY VALVE
- CBC CONC BOX CULVERT
- GV GATE VALVE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- TP TOP OF PIPE
- TS&V TAPPING SLEEVE & VALVE

PRELIMINARY NOT FOR CONSTRUCTION
(95% PLAN SUBMITTAL)

CITY OF FLAGSTAFF APPROVAL:

CITY CONCEPT APPROVAL NOTE
THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. THE CITY SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS OF THE DESIGN ENGINEER.

CITY ENGINEER	DATE
CITY PUBLIC WORKS DIRECTOR	DATE
CITY UTILITIES DIRECTOR	DATE

COCONINO COUNTY APPROVAL:

COUNTY APPROVAL NOTE
THE COUNTY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY RESULTING FROM ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE PERMITEE AND/OR HIS CONSULTANTS AND EMPLOYEES. COCONINO COUNTY DOES NOT VERIFY OR GUARANTEE THE MEASUREMENTS, CALCULATIONS, OWNERSHIP OR CONCLUSIONS INDICATED BY THE CREATOR OR THESE PLANS.

COUNTY ENGINEERING APPROVAL	DATE

STATE OF ARIZONA APPROVALS:

20130135 A.D.E.Q. FILE No.	06/03/13 DATE
A.D.O.T. PERMIT No.	DATE

INDEX TO SHEETS

1 TITLE SHEET
2 GENERAL NOTES & ESTIMATED QUANTITIES
3 WATER MAIN CONTROL
4 TYPICAL DETAILS
5 12" WATER MAIN PLAN & PROFILE Sta. 0+00.00 to Sta. 10+80.00
6 12" WATER MAIN PLAN & PROFILE Sta. 10+80.00 to Sta. 22+00.00
7 12" & 18" WATER MAIN PLAN & PROFILE Sta. 22+00.00 to Sta. 33+20.00
8 18" WATER MAIN PLAN & PROFILE Sta. 33+20.00 to Sta. 43+60.00
9 18" WATER MAIN PLAN & PROFILE Sta. 43+60.00 to Sta. 54+80.00
10 18" WATER MAIN PLAN & PROFILE Sta. 54+80.00 to CITY LIMITS
11 EROSION & SEDIMENT CONTROL PLAN
12 NEW 8" DIP WATER LINE TIE-IN AT KENDRICK PEAK

PROJECT: WEST ROUTE 66 WATER TRANSMISSION MAIN	C.O.F. PROJECT NUMBER: 525100
C.O.F. PROJECT MANAGER: RYAN ROBERTS, P.E.	DATE SUBMITTED:
TURNER ENGINEERING, INC. P.M.: PAUL W. TURNER, P.E. CFM	SHEET 1 OF 11
TURNER ENGINEERING, INC. DESIGNER: DUKE MACARTHUR	FOLDER NUMBER ____ FILE ____

TITLE SHEET

SHEET: 1 of 12

CITY OF FLAGSTAFF NOTES:

SECTION 13-06-007-0001 GENERAL NOTES

1) APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE-YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE-YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.

2) PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.

3) A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.

4) THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.

5) ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH FLAGSTAFF CITY CODE, TITLE 13, "ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE", CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION", THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 21 OF THESE STANDARDS WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.

6) ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

7) THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.

8) THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.

9) ACCESS WHICH MEETS SECTION 13-13-004-0001, FIRE HYDRANTS, WATER MAINS, AND STREET NAME SIGNS SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.

10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

11) APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.

12) ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.

13) LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.

14) IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.

15) THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR "TEMPORARY USES".

16) ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY, TO DISPOSE OF EXCAVATED MATERIAL.

17) ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.

18) ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07e1 STANDARD SPECIFICATIONS FOR RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.

19) WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL WE 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).

20) ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED RESEEDED IN ACCORDANCE WITH CHAPTER 13-17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE ACRE, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ.

SECTION 13-06-007-0002 WATER & SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

* NOTE INSERTED INTO COF SECTION 13-06-007-002 WATER & SEWER NOTES.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN No. 8.

* DISINFECTION OF ALL WATER PIPE, FITTINGS, VALVES, FIRE HYDRANTS, TANKS AND OTHER APPURTENANCES SHALL BE ACCOMPLISHED PER PART V OF ADEQ BULLETIN No. 8.

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTOMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES. (NSF-PW SEAL) (R18-4-119B)

* MATERIALS SHALL BE LEAD-FREE AS DEFINED BY R-18-5-101. FURTHER, PER ADEQ BULLETIN No. 10, CHAPTER 7B, ALL PIPE, FITTINGS, VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES SHALL CONFORM TO THE CURRENT STANDARDS OF THE AMERICAN WATER WORKS ASSOCIATION.

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

1. A WATER MAIN SHALL NOT BE PLACED:
   a. WITHIN SIX FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX INCHES OF CONCRETE FOR AT LEAST TEN FEET BEYOND THE AREA COVERED BY THIS PARAGRAPH.
   b. WITHIN TWO FEET HORIZONTALLY AND TWO FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.
2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX FEET, MEASURED FROM THE CENTER OF THE MANHOLE.
3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO FEET VERTICALLY AND SIX FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN FEET ON EITHER SIDE OF THE WATER MAIN.
4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE FOOT (1').
5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ADEQ ENGINEERING BULLETIN No. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED 0.001 OF THE TOTAL MANHOLE VOLUME IN ONE HOUR.

WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244-93.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 OF PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

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

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE 2 INCHES AT TERMINATION OF THE SERVICE)

O. WATER VALVES SHALL BE ADJUSTED PER C.O.F. DETAIL No. 9-03-080 AND MANHOLES SHALL BE ADJUSTED PER C.O.F. DETAIL No. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.

1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE)
2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING "W" ON TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB.

SECTION 13-06-007-0003 PAVING NOTES

A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.

B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL: A) ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS; B) SURVEY MONUMENTS ARE INSTALLED AND STAMPED; AND C) ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.

C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.

D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.

F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.

G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.

H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.

I. A CHIP SEAL IS REQUIRED ON ALL PUBLIC PAVING PROJECTS. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR IN 500 FEET) AN ASPHALT OVERLAY MAY BE REQUIRED.

J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM 3 INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310 AND, SHALL BE COMPACTED TO 95% RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF 3 INCHES OF ABC.

L. PERMANENT PAVEMENT MARKINGS.

1. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATION 705, TYPE I.
2. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATION 708 AND SHALL BE APPLIED IN TWO COATS.

M. TEMPORARY PAVEMENT MARKINGS.

1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED PER ADOT STANDARD SPECIFICATION 701-3.05.
2. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL.
   a. WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RESTRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.

NOTE: WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.

N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE 4 INCHES.

C.O.F. TREE PROTECTION NOTES:

1. TREE PROTECTION SHALL BE INSTALLED IN LOCATIONS AS DIRECTED BY THE CITY PLANNING DIVISION PROJECT MANAGER OR HIS AUTHORIZED REPRESENTATIVE.
2. THE CITY PLANNING DIRECTOR, OR HIS AUTHORIZED REPRESENTATIVE, MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGEMENT, LAND DISTURBANCE IS OCCURRING IN THE RESOURCE PROTECTED AREAS. TEMPORARY TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY ON-SITE CONSTRUCTION OR GRADING ACTIVITIES.

C.O.F. RESEEDING NOTES:

1. THE WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING, HAULING, PLACING, AND APPLYING SEED AND MULCH TO ALL AREAS ALL CUT/FILL SLOPES AND OTHER DISTURBED AREAS NOT OTHERWISE SCHEDULED FOR STRUCTURES, PAVEMENT OR LANDSCAPING.
2. THE SEED SHALL CONSIST OF BLUE FLAX, CANADA BLUEGRASS, PRAIRIE CONEFLOWER, ROCKY MOUNTAIN PENSTEMON, STREAMBANK WHEATGRASS, "COVAR" SHEEP FESCUE, LITTLE BLUESTEM, GAILLARDIA ARISTATA AND CALIFORNIA POPPY. WEED CONTENT OF SEED SHALL NOT EXCEED 0.5 %. APPLICATION RATES OF SEED AS SPECIFIED ARE FOR PURE LIVE SEED (PLS). PLS IS DETERMINED BY MULTIPLYING THE SUM OF THE GERMINATION AND HARD OR DORMANT SEED BY THE PURITY. STRAW MULCH SHALL BE FROM OATS, WHEAT, RYE, OR OTHER GRAIN CROPS OF THE CURRENT SEASON AND SHALL BE FREE OF NOXIOUS WEEDS OR MOLD.
3. THE AREA TO BE SEEDED SHALL BE PREPARED BY DISKING OR OTHER APPROVED METHODS OF LOOSENING THE SOIL. SEED SHALL BE PLANTED APPROXIMATELY 1/4 INCH DEEP, WITH A MAXIMUM DEPTH OF 1/2 INCH. THE DISTANCE BETWEEN FURROWS SHALL NOT EXCEED EIGHT (8) INCHES. SEEDING SHALL BE APPLIED AT THE FOLLOWING RATE:

TYPE OF SEED	POUNDS PER ACRE
BLUE FLAX	3
CANADA BLUEGRASS	0.5
PRAIRIE CONEFLOWER	1
ROCKY MOUNTAIN PENSTEMON	2.5
STREAMBANK WHEATGRASS	3
"COVAR" SHEEP FESCUE	3
LITTLE BLUESTEM	2
GAILLARDIA ARISTATA	4
CALIFORNIA POPPY	1

4. STRAW MULCH SHALL BE APPLIED TO THE SEEDED AREA WITHIN TWENTY FOUR (24) HOURS AND SHALL BE UNIFORMLY APPLIED AT A RATE OF 2-1/2 TONS PER ACRE. MULCH SHALL BE ANCHORED INTO THE SOIL NO MORE THAN TWO (2) INCHES AND SHALL NOT BE COVERED WITH AN EXCESSIVE AMOUNT OF SOIL. NO MORE THAN TWO (2) PASSES OF THE ANCHORING EQUIPMENT WILL BE ALLOWED.
5. THE APPLICATION OF SEEDING WITH HYDRAULIC METHODS, USING A MINIMUM OF 1500 POUNDS OF WOOD CELLULOSE FIBER PER ACRE, WILL BE CONSIDERED AN ACCEPTABLE ALTERNATE FOR PLANTING AND MULCHING SEED AS DESCRIBED ABOVE. PREPARATION OF THE SEED BED AS DESCRIBED ABOVE SHALL BE REQUIRED.

GEOTECHNICAL:

SUB-SURFACE BORINGS WERE TAKEN ALONG THE ALIGNMENT SHOWN IN THESE PLANS BY WESTERN TECHNOLOGIES, INC. (WTI). THE BORINGS ARE DEPICTED AS "BH#" HEREIN. THE RESULTS FROM WTI ARE PER THE REPORT JOB No. 2323JW138, DATED 03/24/13. TRENCH BACKFILL AND COMPACTION SHALL BE PER THE RECOMMENDATIONS PROVIDED WITHIN THIS REPORT.

TURNER ENGINEERING NOTES:

NOTICE TO CONTRACTORS

1. UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THESE PLANS, WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. LOCATIONS OF UNDERGROUND UTILITIES ARE TO BE REGARDED AS APPROXIMATE ONLY. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT ALL EXISTING UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. WHERE PLANS CALL FOR CONNECTING NEW STRUCTURES TO EXISTING UNDERGROUND PIPES OR STRUCTURES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE, AT THE TIME OF CONSTRUCTION, EXACT SIZES, TYPES AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS AND TO FURNISH MATERIALS AS NEEDED TO MAKE REQUIRED CONNECTIONS OR TERMINATIONS.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THAT HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES, IF ANY, BETWEEN PLANS AND/OR FIELD CONDITIONS IMMEDIATELY TO THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT SO REPORTED AND RESOLVED.
5. THE CONTRACTOR SHALL POTHOLE ALL POTENTIAL UTILITY CONFLICTS A MINIMUM OF TWO WEEKS IN ADVANCE OF THAT PHASE OF CONSTRUCTION.
6. ALL CONSTRUCTION SHALL BE GOVERNED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG), STANDARDS & SPECIFICATIONS, THE CITY OF FLAGSTAFF (COF) ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARDS & SPECIFICATIONS, LATEST EDITIONS, RESPECTIVELY.
7. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHOWN ARE HORIZONTAL DIMENSIONS ONLY! THE CONTRACTOR MUST BE AWARE OF, AND MUST BE RESPONSIBLE TO PERFORM ALL NECESSARY ADJUSTMENTS FOR ACTUAL SLOPE DISTANCES.
8. THE CONTRACTOR IS SOLEY RESPONSIBLE FOR COORDINATION AND SCHEDULING OF ALL FRANCHISE UTILITY INSTALLATIONS, REMOVALS AND/OR RELOCATIONS. FUTHERMORE, THE CONTRACTOR SHALL BE RESPONSIBLE TO ACQUIRE THE LATEST VERSIONS OF THESE FRANCHISE UTILITY PLANS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETAINING A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF ARIZONA, TO PERFORM CONSTRUCTION STAKING AS NECESSARY AND WITH SUFFICIENT DETAIL TO SATISFY THE ENGINEER THAT THE WORK WILL BE CONSTRUCTED AS INTENDED IN THESE DESIGN PLANS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING WHAT PERMITS WILL BE REQUIRED FOR THE WORK AND OBTAINING, AT HIS OWN EXPENSE, ALL PERMITS REQUIRED.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE A COMPLETE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) WITH THE CITY.

QUANTITY SUMMARY:

QUANTITY SUMMARY NOTES

1. ALL QUANTITIES SHOWN HEREIN AND IN THE FOLLOWING SHEETS ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.
2. ALL DIMENSIONS SHOWN ARE HORIZONTAL DIMENSIONS ONLY! THE CONTRACTOR MUST BE AWARE OF AND IS RESPONSIBLE TO PERFORM ALL NECESSARY ADJUSTMENTS FOR ACTUAL SLOPE DISTANCES.

3A. NEW AWWA C-150 CLASS 250 & CLASS 350 DUCTILE IRON PIPE SHALL CONFORM TO THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE, SECTION 13-09-006-0001. NEW DUCTILE IRON PIPE INSTALLATION SHALL INCLUDE ALL SAWCUTTING, PAVEMENT & CONCRETE REM. PIPE, TRENCHING, "MEGA-LUG" JOINT-RESTRAINT (OR APPROVED EQUAL), THRUST BLOCKING, POLYWRAP, TRACER WIRE, WARNING TAPE, BEDDING & SHADING, BACKFILL & COMPACTION AS NECESSARY FOR A COMPLETE INSTALLATION.

3B. NEW AWWA C-900 CLASS 305 PVC PIPE SHALL CONFORM TO THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE, SECTION 13-09-006-0005. NEW PVC PIPE INSTALLATION SHALL INCLUDE ALL SAWCUTTING, PAVEMENT & CONCRETE REM. PIPE TRENCHING, "MEGA-LUG" JOINT-RESTRAINT (OR APPROVED EQUAL), TRACER WIRE, WARNING TAPE, BEDDING & SHADING, BACKFILL & COMPACTION AS NECESSARY FOR A COMPLETE INSTALLATION.

3C. WATER LINE FITTINGS HAVE BEEN QUANTIFIED SEPARATELY.

4. ALL ABOVE GRADE, EXPOSED CONCRETE SHALL BE CLASS "A" PER MAG SECTION 725 WITH 3%-7% AIR ENTRAINMENT. THIS SHALL INCLUDE ALL MISCELLANEOUS CONCRETE REPLACEMENT (i.e. CURB & GUTTER, SIDEWALK & DRIVEWAY) & NEW VALVE FOUNDATION RINGS.
5. ALL VALVE BOXES SHALL BE ADJUSTED TO GRADE PER COF E.D. 9-03-080 & 9-03-082. THIS COST IS TO BE INCLUDED IN THE RESPECTIVE BID ITEM FOR NEW VALVES BOXES.
6. THE CONTRACTOR SHALL PROVIDE & IMPLEMENT A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION. TWO WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE INCLUDED IN THE LUMP SUM QUANTITY.

FLAGSTAFF RANCH ROAD WATER LINE ITEMS

REMOVE, SALVAGE & RE-INSTALL EX. SIGN & POST	2 EA
LOCATE, REMOVE & DISPOSE EXISTING BLIND FLANGE	1 EA
REMOVE & SALVAGE EXISTING 12" GATE VALVE	1 EA
SAWCUT EXISTING AC PAVEMENT (1,534± LF)	1 LS
REMOVE & DISPOSE EXISTING AC PAVEMENT	2,133 SY
INSTALL 12" AWWA C-150 CLASS 350 DIP WATER LINE	1,333 LF
INSTALL 12" AWWA C-900 CLASS 305 PVC WATER LINE	1,830 LF
JACK & BORE 24" (MIN.) STEEL CASING	110 LF
INSTALL 12" AWWA C-150 CLASS 350 DIP WATER LINE IN CASING	110 LF
INSTALL 12" x 45° MJ D.I. BEND FITTING	4 EA
INSTALL 12" x 22.5° MJ D.I. BEND FITTING	1 EA
INSTALL 12" GATE VALVE ASSEMBLY (MAG S.D. 301)	6 EA
INSTALL FIRE HYDRANT ASS'Y (MAG S.D. 360/COF E.D. 13-03-011)	1 EA
INSTALL 6" AC PAVEMENT ON 4" AB ON 13" ABB (ADOT SPEC 405)	2,133 SY
RE-STRIPE LANE	1 LS

WEST ROUTE 66 WATER LINE ITEMS

REMOVE & DISPOSE EXISTING TREES	1 LS
REMOVE, SALVAGE & RE-INSTALL SIGN & POST	2 EA
REMOVE, SALVAGE & RE-INSTALL REFLECTOR	1 EA
REMOVE, SALVAGE & RE-INSTALL 24" DRAIN PIPE	1 LS
REMOVE, SALVAGE & RE-INSTALL 30" STEEL DRAIN PIPE	1 LS
REMOVE, SALVAGE & RE-INSTALL MAILBOX & POST	1 EA
INSTALL 18" AWWA C-150 CLASS 250 DIP (JT. RESTRAINED)	480 LF
INSTALL 18" AWWA C-150 CLASS 250 DIP (PUSH-ON JOINTS)	2,835 LF
INSTALL 18" BUTTERFLY VALVE (MAG S.D. 301)	5 EA
INSTALL 18"x12"x18" FLG TEE	1 EA
INSTALL 18" BLIND FLANGE	1 EA
INSTALL 18" MJ x FLG ADAPTOR	1 EA
INSTALL AIR RELEASE VALVE ASSEMBLY (COF E.D. 9-03-100)	1 EA
TIE TO EXISTING 18" DIP WATER MAIN	1 EA

WATER LINE TIE-IN AT KENDRICK PEAK

INSTALL 8" TAPPING SLEEVE & VALVE ASSEMBLY (MAG S.D. 340)	1 EA
INSTALL 8" AWWA C-150 CLASS 350 DIP (FULLY JOINT RESTRAINED)	232 LF
LOCATE, REMOVE & DISPOSE EXISTING BLIND FLANGE	1 EA
INSTALL 8"x8" FLG TEE ASSEMBLY	1 EA
INSTALL 8" BLIND FLANGE	1 EA
RESEED ALL DISTURBED AREAS	1 LS

EROSION & SEDIMENT CONTROL ITEMS

INSTALL & MAINTAIN TEMPORARY STONE CONSTRUCTION ENTRANCE	1 LS
INSTALL 8" DIAMETER SEDIMENT WATTLES	5,770 LF
INSTALL TREE PROTECTION	1 LS
INSPECT PAVEMENT & STREET SWEEP	1 LS
DUST CONTROL	1 LS
RESEED ALL DISTURBED AREAS	1 LS
CULVERT SEDIMENT & DEBRIS REMOVAL	1 LS
FINALIZE & FILE N.O.I., MAINTAIN SWPPP & FILE N.O.T.	1 LS

MISCELLANEOUS & CONTINGENCY ITEMS

MOBILIZATION & DEMOBILIZATION	1 LS
LOCATE EX. 8" H.P. GAS MAIN/FIBER OPTIC	5 EA
TRAFFIC CONTROL PLAN & IMPLEMENTATION (EXHIBIT A §401)	1 LS
AS-BUILT/RECORD DRAWING (SPECIAL PROVISION §105.8.1)	1 LS
CONTINGENCY: TRENCH ROCK EXCAVATION (EXHIBIT A §601.2.1)	1 LS
CONTRACT ALLOWANCE (S.P. §104.2.3) DUE TO EXTRA WORK #1	1 LS
CONTRACT ALLOWANCE (S.P. §104.2.3) DUE TO EXTRA WORK #2	1 LS

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
328 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
(928) 779-1814

TEI PROJ. NO.: 11512		SCALE:
DESIGN: DH	CHECKED:	HORZ: N/A
DRAWN: DH	DATE: 1/8/2014	VERT: N/A

PRELIMINARY NOT FOR CONSTRUCTION (90% PLAN SUBMITTAL)

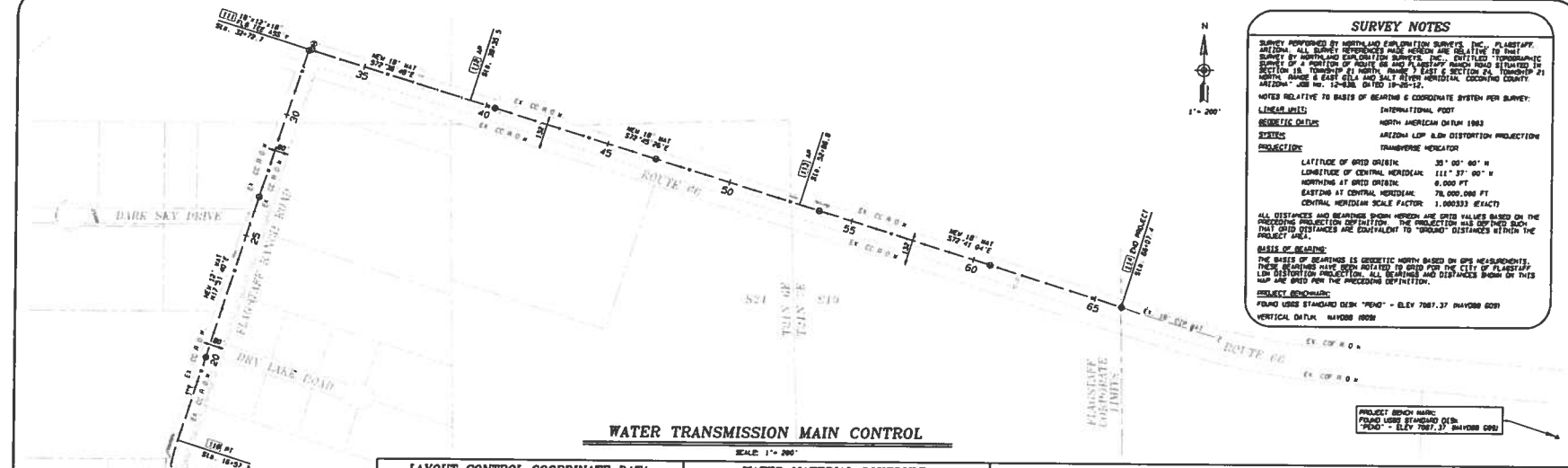
WEST ROUTE 66 WATER TRANSMISSION MAIN

FLAGSTAFF RANCH ROAD TO WEST ROUTE 66, WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

GENERAL NOTES & ESTIMATED QUANTITIES

SHEET: 2 of 12

C.O.F. PROJECT 525100



SURVEY NOTES

SURVEY PERFORMED BY NORTHLAND EXPLORATION SURVEYS, INC., FLAGSTAFF, ARIZONA. ALL SURVEY REFERENCES MADE HEREON ARE RELATIVE TO THAT SURVEY BY NORTHLAND EXPLORATION SURVEYS, INC., ENTITLED "TOPOGRAPHIC SURVEY OF A PORTION OF ROUTE 66 AND FLAGSTAFF RANCH ROAD SITUATED IN SECTION 18, TOWNSHIP 21 NORTH, RANGE 7 EAST & SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA" JOB No. 12-638, DATED 10-25-12.

NOTES RELATIVE TO BASIS OF BEARING & COORDINATE SYSTEM PER SURVEY:

LINEAR UNIT:	INTERNATIONAL FOOT
GEODETIC DATUM:	NORTH AMERICAN DATUM 1983
SYSTEM:	ARIZONA LCP 0.9W DISTORTION PROJECTION
PROJECTION:	TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN:	35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN:	111° 37' 00" W
NORTHING AT GRID ORIGIN:	0.000 FT
EASTING AT CENTRAL MERIDIAN:	78,000.000 FT
CENTRAL MERIDIAN SCALE FACTOR:	1.000333 (EXACT)

ALL DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION HAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES WITHIN THE PROJECT AREA.

BASIS OF BEARING:

THE BASIS OF BEARINGS IS GEODETIC NORTH BASED ON GPS MEASUREMENTS. THESE BEARINGS HAVE BEEN ROTATED TO GRID FOR THE CITY OF FLAGSTAFF LCP0 DISTORTION PROJECTION. ALL BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE GRID PER THE PRECEDING DEFINITION.

PROJECT BENCHMARK:

FOUND USGS STANDARD DISK "PEND" - ELEV 7087.37 (NAVD88 GOD)

VERTICAL DATUM: NAVD88 (GOD)

WATER TRANSMISSION MAIN CONTROL

SCALE: 1" = 200'

LAYOUT CONTROL COORDINATE DATA

PT#	DESCRIPTION BEARING/CURVE DATA	NORTHING DISTANCE	EASTING
101	12" GV, BCC	66880.89	41914.82
	N13°06'45"E	30.00 ft	
102	45 BEND	67000.37	41919.36
	N38°06'45"E	25.66 ft	
103	45 BEND	67023.64	41944.54
	N13°06'28"E	275.66 ft	
104	PC	67270.71	42013.83
105	BP	68172.26	42347.48
	Radius:	2000.00 ft	
	Delta:	9°37'20" Right	
	Arc Length:	207.02 ft	
	Chord Bearing:	N18°55'03"E	
	Chord Length:	207.00 ft	
	Middle Ordinate:	2.70 ft	
	External:	2.70 ft	
	Deg of Curvature:	2°51'53" Arc Definition	
	Tangent:	104.04 ft	
106	PT	67488.34	42080.07
107	AP	67843.14	42216.12
115	22.5 BEND	68031.99	42280.93
108	PC	68243.94	42276.55
109	BP	68264.87	43290.33
	Radius:	1014.00 ft	
	Delta:	19°09'41" Right	
	Arc Length:	337.05 ft	
	Chord Bearing:	N08°20'23"E	
	Chord Length:	335.50 ft	
	Middle Ordinate:	13.97 ft	
	External:	14.17 ft	
	Deg of Curvature:	5°39'02" Arc Definition	
	Tangent:	170.09 ft	
110	PT	68575.88	42325.21
111	18"x12"x18"	68813.47 ft	42620.88
	S72°38'48"E	662.77 ft	
112	AP	69015.44	43453.19
113	AP	1351.27 ft	
		68514.88	44743.72
	S72°41'04"E	1280.43 ft	
114	END PROJECT	69121.83	46064.50

WATER MATERIAL SCHEDULE

STATION	MATERIAL SPEC
Sta. (-0+04.1) to Sta. 13+20.2	12" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3. FULLY JOINT RESTRAIN; NON-SHRINK SLURRY BACKFILL CEMEX No. 1393815 (OR APPROVED EQUAL).
Sta. 13+20.2 to Sta. 15+40.2	12" AWWA C-900 CLASS 305 PVC. FULLY JOINT RESTRAIN
Sta. 15+40.2 to Sta. 15+80.2	12" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3 IN 24" MIN. DIAMETER, 1/4" THICK STEEL CASING PER COF E.D. 9-06-010. FULLY JOINT RESTRAIN.
Sta. 15+80.2 to Sta. 31+80.2	12" AWWA C-900 CLASS 305 PVC. FULLY JOINT RESTRAIN.
Sta. 31+80.2 to Sta. 32+60.2	12" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3 IN 24" MIN. DIAMETER, 1/4" THICK STEEL CASING PER COF E.D. 9-06-010. FULLY JOINT RESTRAIN
Sta. 32+60.2 to Sta. 32+72.7	12" AWWA C-900 CLASS 305 PVC. FULLY JOINT RESTRAIN.
Sta. 32+72.7 to Sta. 33+82.7	18" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3. FULLY JOINT RESTRAIN
Sta. 33+82.7 to Sta. 63+23.8	18" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3. PUSH-ON JOINTS.
Sta. 63+23.8 to END PROJECT	18" AWWA C-150 CLASS 350 DIP PER MAG SPEC 730.2 & 730.3. FULLY JOINT RESTRAIN

ADDITIONAL MATERIAL NOTES:

1. JOINT RESTRAINT "MEGA-LUG" (OR APPROVED EQUAL)
2. PIPE CASING SHALL CONFORM TO ASTM A283, GRADE C, C, OR D. ALL JOINTS SHALL BE WELDED. INTERIOR JOINTS SHALL BE GROUNDED TO A SMOOTH FINISH. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C201. COATINGS NOT REQUIRED. PIPE CASING SHALL BE LAID TRUE TO LINE & GRADE WITH NO BENDS OR CHANGES IN GRADE FOR THE FULL LENGTH OF CASING. THE PIPE SHALL BE SYMMETRICALLY SUPPORTED ABOUT ITS CENTERLINE INSIDE THE CASING AT EACH JOINT END, WITH A COF UTILITIES DEPARTMENT APPROVED STAINLESS STEEL CASING SPACER (SIZE AND DESIGN PER MANUFACTURER RECOMMENDATIONS). CASING ENDS SHALL BE GROUTED WITH LIGHT FLYASH CEMENT AND SEALED IN A MANNER ACCEPTABLE BY THE COF UTILITIES DEPARTMENT.

THRUST BLOCKING

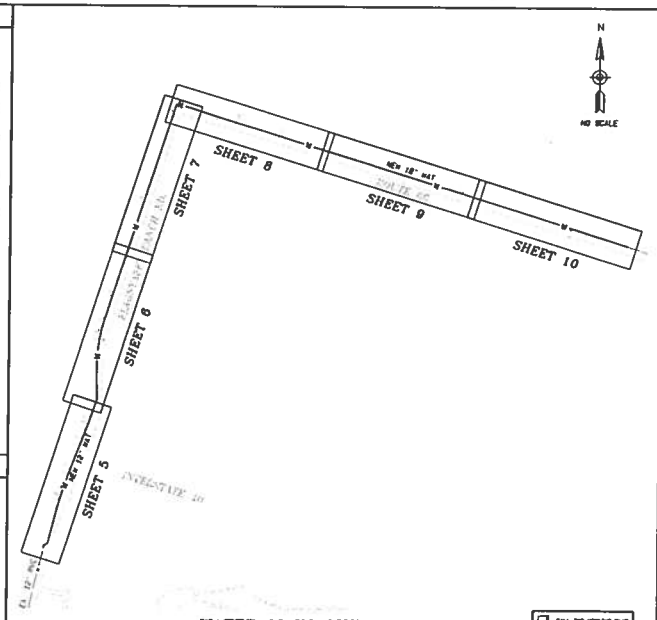
REPLACE MAG S.D. 300 WITH THE FOLLOWING TABLE:

FITTING TYPE	NOMINAL PIPE DIAMETER (INCHES)	THRUST FOR 100 PSI (POUNDS)	SOFT CLAY (PSF) 500	SAND (PSF) 1000	SAND & GRAVEL (PSF) 1500	SOD WITH CLAY (PSF) 2000	ROCK (PSF) 4000
			MINIMUM THRUST BLOCK BEARING AREA (SF) FOR 250 PSI TEST				
TEE, DEAD END	8	6,433	32	16	11	8	4
	12	13,685	68	34	23	17	9
	18	28,805	143	75	50	37	19
90° BEND	12	18,325	97	48	32	24	12
	18	42,174	211	103	70	53	26
45° BEND	12	10,474	52	26	17	13	7
	18	22,826	114	57	38	29	14
22.5° BEND	12	5,340	27	13	9	7	3
	18	11,653	58	29	19	15	7

NOTE: THRUST BLOCK CONCRETE CLASS "C" PER MAG SECTION 725.

WATER FITTING/VALVE SCHEDULE

TYPE	STATION
12" GATE VALVE	Sta. (-0+04.1)
45° BEND (VERT.)	Sta. 0+10.5
45° BEND (VERT.)	Sta. 0+13.1
45° BEND (HORIZ.)	Sta. 0+15.5
12" GATE VALVE	Sta. 7+00.0
18" 22.5° BEND	Sta. 11+67.0
12" GATE VALVE	Sta. 13+90.0
18" GATE VALVE	Sta. 20+00.2
12" GATE VALVE	Sta. 28+80.2
12" GATE VALVE	Sta. 32+70.0
18"x12"x18" FLG TEE	Sta. 32+72.7
18"x6"x18" FLG TEE	Sta. 32+82.5
AIR ASSEMBLY	Sta. 32+88.0
18" BUTTERFLY VALVE	Sta. 40+35.5
18" BUTTERFLY VALVE	Sta. 46+95.5
18" BUTTERFLY VALVE	Sta. 53+66.0
18" BUTTERFLY VALVE	Sta. 60+86.0
18" BUTTERFLY VALVE	Sta. 66+87.4



WATER MAIN SHEET LAYOUT

NO SCALE

CALL TWO WORK DAYS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
CIVIL • WATER • WASTEWATER
PHONE: 779-1814

TEI PROJ. NO.:	11512	SCALE:	
DESIGN: DH	CHECKER:	HORZ: AS NOTED	
DRAWN: DH	DATE: 1/8/2014	VERT: N/A	

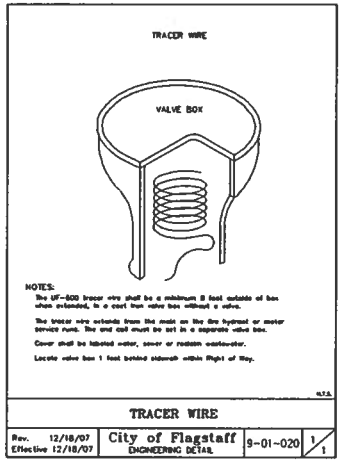
PRELIMINARY NOT FOR CONSTRUCTION PER PLAN SUBMITTAL

WEST ROUTE 66
WATER TRANSMISSION MAIN
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66,
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

WATER MAIN CONTROL

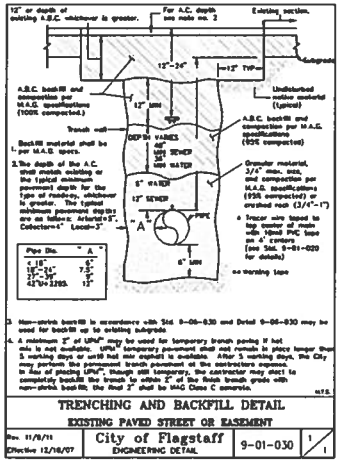
SHEET: 3 of 12

C.O.F. PROJECT 525100



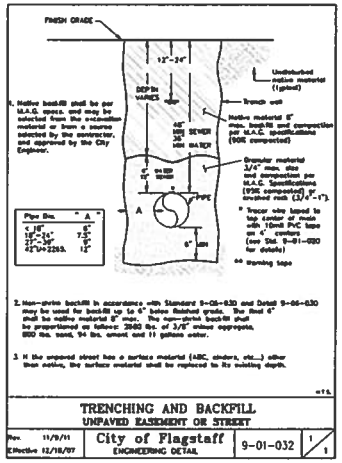
TRACER WIRE

Rev. 12/18/07 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-01-020	1/1



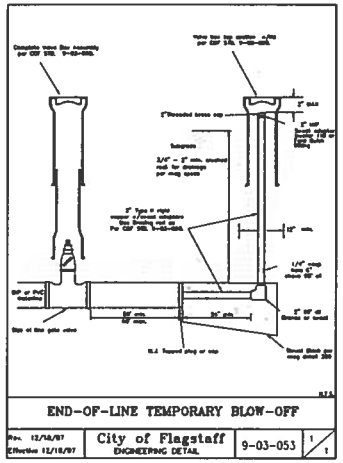
TRENCHING AND BACKFILL DETAIL
EXISTING PAVED STREET OR EASEMENT

Rev. 11/8/11 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-01-030	1/1



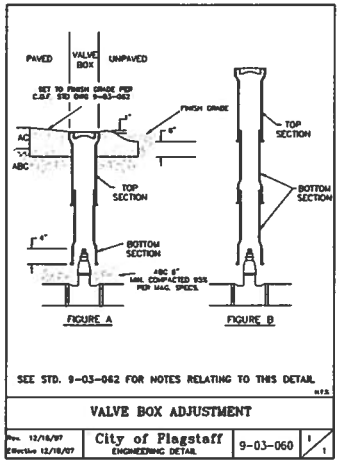
TRENCHING AND BACKFILL
UNPAVED EASEMENT OR STREET

Rev. 11/8/11 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-01-032	1/1



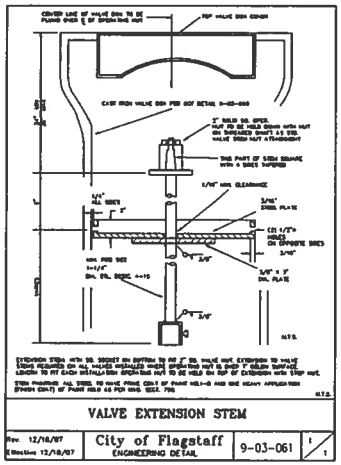
END-OF-LINE TEMPORARY BLOW-OFF

Rev. 12/18/07 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-03-053	1/1



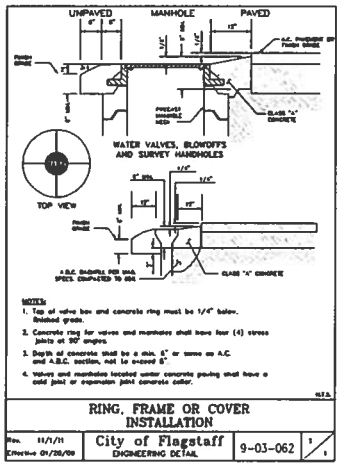
VALVE BOX ADJUSTMENT

Rev. 12/18/07 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-03-060	1/1



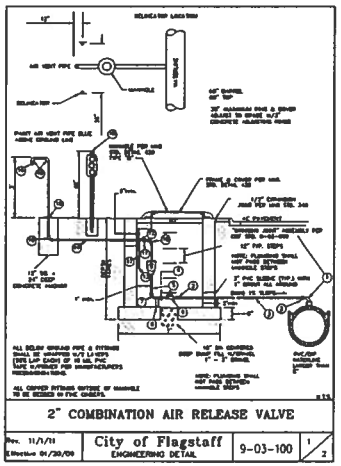
VALVE EXTENSION STEM

Rev. 12/18/07 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-03-061	1/1



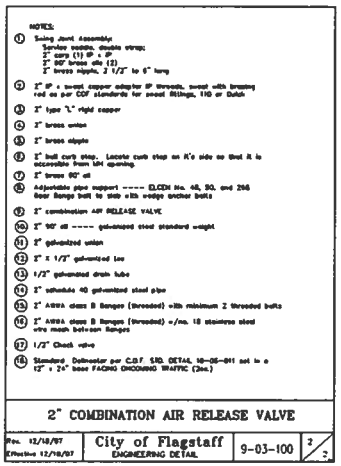
RING, FRAME OR COVER INSTALLATION

Rev. 11/1/11 Effective 01/20/09	City of Flagstaff ENGINEERING DETAIL	9-03-062	1/1



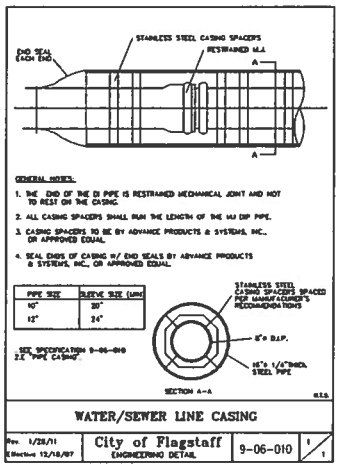
2" COMBINATION AIR RELEASE VALVE

Rev. 11/1/11 Effective 01/20/09	City of Flagstaff ENGINEERING DETAIL	9-03-100	1/2



2" COMBINATION AIR RELEASE VALVE

Rev. 12/18/07 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-03-100	2/2



WATER/SEWER LINE CASING

Rev. 1/28/11 Effective 12/18/07	City of Flagstaff ENGINEERING DETAIL	9-06-010	1/1

CALL THE ARIZONA BLUE STAKE BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
520 N. ROPER • PHOENIX, ARIZONA 85007
TEL: (602) 779-1811

TEL PROJ. NO.: 11512	SCALE:
DESIGN: DN	CHECKED: HORZ: N/A
DRAWN: DN	DATE: 12/19/2013 VERT: N/A

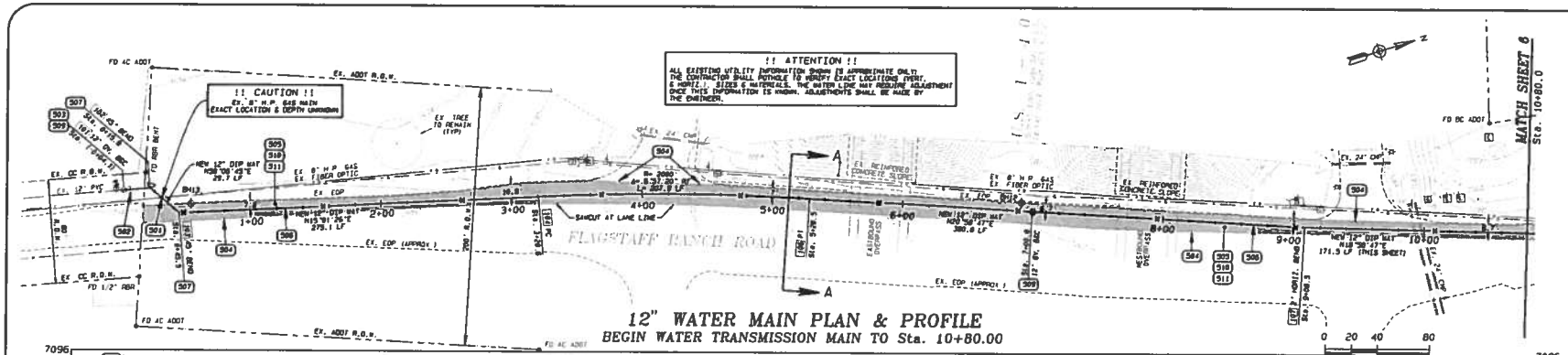
PRELIMINARY NOT FOR CONSTRUCTION
PER A.R.S. 32-1151(A)

WEST ROUTE 66
WATER TRANSMISSION MAIN
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66;
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

TYPICAL DETAILS

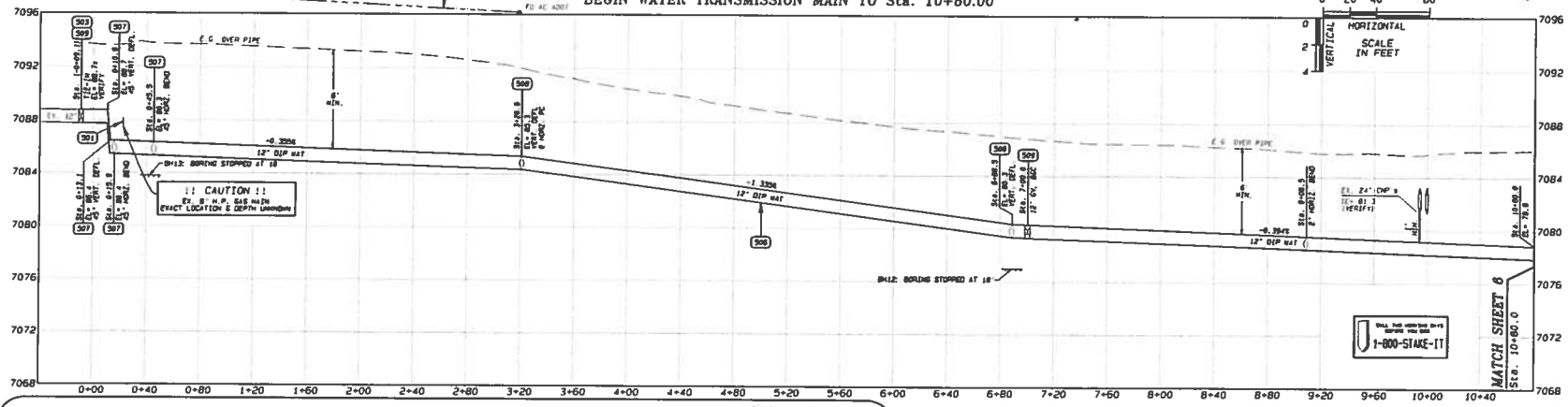
SHEET: 4 of 12

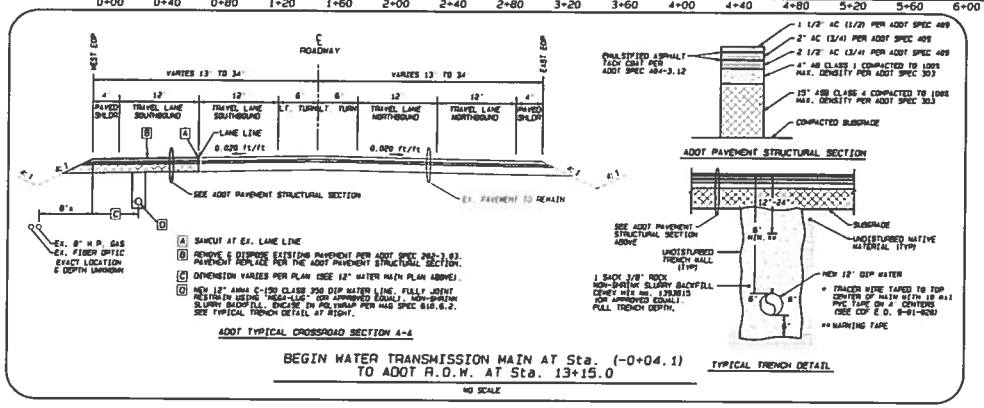
C.O.F. PROJECT 525100



12" WATER MAIN PLAN & PROFILE

BEGIN WATER TRANSMISSION MAIN TO Sta. 10+80.00





BEGIN WATER TRANSMISSION MAIN AT Sta. (-0+04.1)
TO ADOT R.O.W. AT Sta. 13+15.0

NO SCALE

CONSTRUCTION KEYNOTES

501 2 EA PRIOR TO CONSTRUCTION, LOCATE EX. 8" HIGH PRESSURE GAS MAIN & FIBER OPTIC. VERIFY NO CONFLICT BETWEEN THESE EX. UTILITIES & NEW 12" WATER MAIN. NOTIFY ENGINEER IMMEDIATELY IF ACTUAL FIELD CONDITIONS DIFFER FROM THAT SHOWN BY THESE PLANS.

502 1 EA LOCATE, REMOVE & DISPOSE EXISTING BLIND FLANGE.

503 1 EA REMOVE & SALVAGE EXISTING 12" GATE VALVE. SALVAGE TO COF UTILITIES DEPARTMENT. REPLACE WITH NEW 12" GATE VALVE PER NOTE 508.

504 1 LS SAWCUT EXISTING PAVEMENT AT LANE LINE WITHIN ADOT R.O.W. (1,288± LF) SEE ADOT TYPICAL CROSSROAD SECTION, THIS SHEET.

505 1,750 SY REMOVE & DISPOSE EXISTING AC PAVEMENT.

506 1,085 LF INSTALL NEW 12" AWWA C-150 CLASS 350 DIP WATER LINE PER MAG SPEC 750 & E 750.3 & THE TYPICAL TRENCH DETAIL, THIS SHEET. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. INCLUDE THRUST BLOCKING AT 45° BEND. SEE 9-15.1 PER THE TABLE ON SHEET 3. NON-SHRINK SLURRY BACKFILL CEMENT MIX MIN. 1270315 (OR APPROVED EQUAL). FULL TRENCH DEPTH.

507 4 EA AT STATION SHOWN INSTALL 45° MJ 0.1 BEND FITTING PER MAG SPEC 750.4.

508 NPI AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. PIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THESE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION. HOWEVER, DO NOT EXCEED 1/2 MAX. RECOMMENDED.

509 2 EA INSTALL COMPLETE 12" GATE VALVE ASSEMBLY PER MAG D 0.301. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-03-060 & -062. VALVES NOT LOCATED IN THE PAVEMENT SHALL BE MARKED WITH A BLUE 2-1/2" X 72" CARSONITE VALVE MARKER WITH CONCRETE RING.

510 1,750 SY INSTALL NEW 2" AC PAVEMENT PER ADOT SPEC 409 & THE ADOT PAVEMENT STRUCTURAL SECTION, THIS SHEET (INSTALL ON 4" AB CLASS 1 ON 15" ABB CLASS 4 COMPACTED TO 100% MAX. DENSITY PER ADOT SPEC 303.

511 1 LS PRIOR TO CONSTRUCTION RECORD EX. PAVEMENT STRIPING. INSTALL NEW LANE STRIPING TO MATCH EXISTING (PRE-IMPROVEMENT) LANE DELINEATION PER ADOT SPEC 406. REIMBURSEMENT & PAYMENT PER LUMP SUM QUANTITY.

NPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND", "FD", "SET", ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC. JOB No. 12-030. REFER TO SHEET 2 FOR SURVEY NOTES (i.e. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY! CAUTION SHALL BE USED TO LOCATE THESE & ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION & AVOID DAMAGING THESE UTILITIES BY VERIFYING SIZES & LOCATIONS WITH RESPECTIVE COMPANIES.
3. ELEVATIONS SHOWN IN WATER LINE PROFILE (JOINTS, DEFLECTION, ETC.) REFLECT TOP OF PIPE.
4. VERTICAL DEFLECTIONS, FITTINGS & ELEVATIONS AS CALLED OUT HEREIN HAVE BEEN DESIGNED WITH CONSIDERATION FOR MINIMUM COVER ADJACENT UTILITIES & NEW WATER LINE APPURTENANCES. DEVIATIONS FROM THE PROFILE AS PRESENTED HEREIN WILL REQUIRE APPROVAL OF THE ENGINEER.

TURNER ENGINEERING INC.
509 W. HOPI AVE., FLAGSTAFF, ARIZONA 86001
PHONE 779-1814

TEI PROJ. NO.: 11512		SCALE:	
DESIGN: DH	CHECKED:	HORZ: 1" = 40'	
DRAWN: DH	DATE: 12/10/2013	VERT: 1" = 4'	

PRELIMINARY NOT FOR CONSTRUCTION
(504 Plan Submittal)

WEST ROUTE 66 WATER TRANSMISSION MAIN

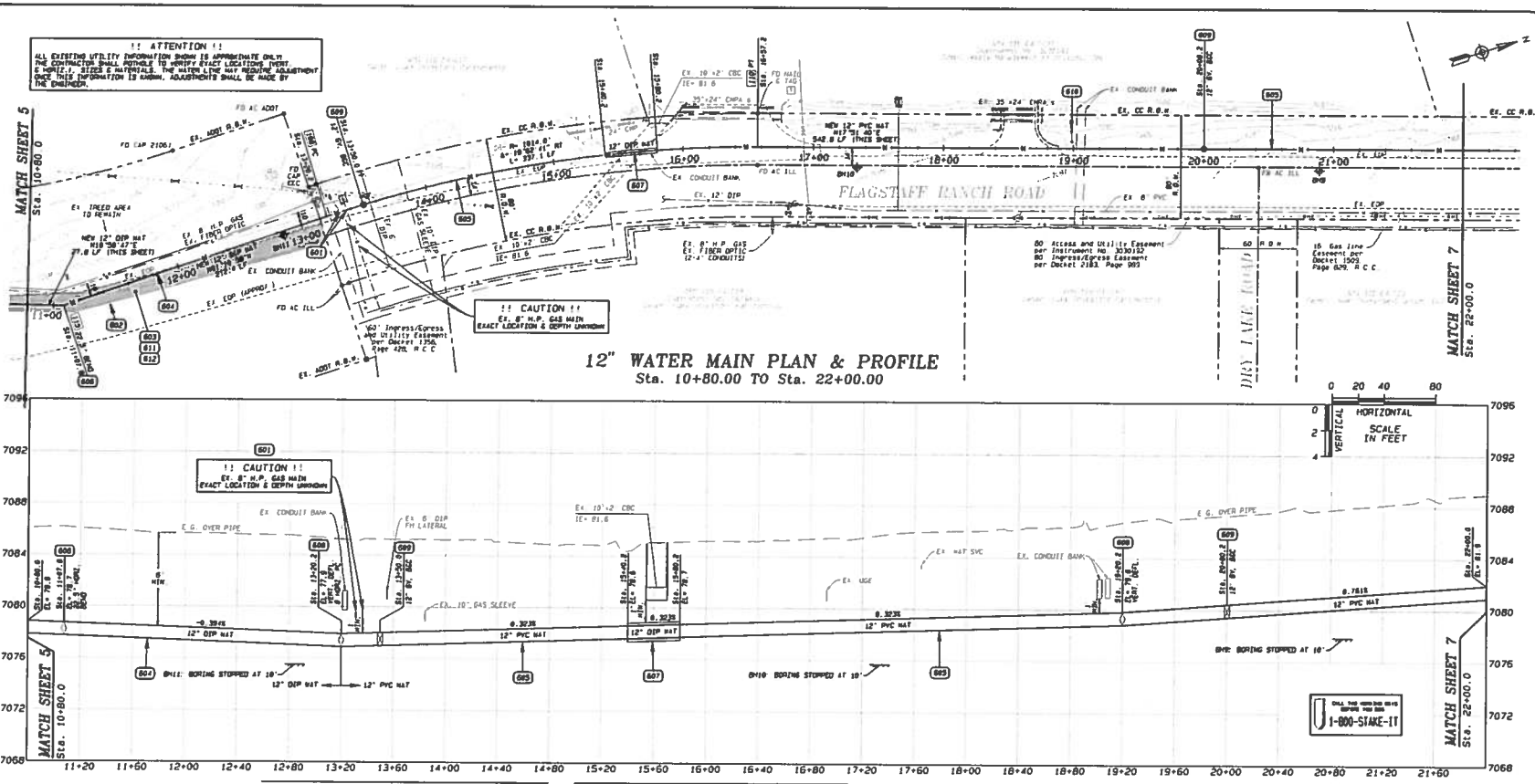
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66;
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

12" WATER MAIN PLAN & PROFILE

BEGIN WATER TRANSMISSION MAIN TO Sta. 10+80.00

SHEET: 5 of 12

C.O.F. PROJECT 525100



PROJECT LEGEND

LINETYPES

- Ex. R.O.W.
- Ex. PROPERTY LINE
- CENTERLINE
- Ex. EASEMENT
- Ex. ELEV= 7885'
- Ex. FENCE
- Ex. ELECTRIC LINE
- Ex. GAS LINE
- Ex. FIBER OPTIC
- Ex. OVER-HEAD ELEC
- Ex. UNDERGROUND ELEC
- Ex. OVERHEAD TELE
- Ex. WATER LINE
- NEW WATER LINE
- Ex. STORM DRAIN

SYMBOLS

- BORENOLE
- FOUND CORNER
- Ex. ELECTRIC BOX
- Ex. FIRE HYDRANT
- Ex. GAS MARKER
- Ex. LIGHT POLE
- Ex. POWER POLE
- Ex. REFLECTOR
- Ex. SIGN
- Ex. TEL RISER
- WATER METER
- Ex. WATER VALVE
- NEW WATER VALVE

ABBREVIATIONS

AP	ANGLE POINT
BOC	BOX & COVER
BFL	BUTTERFLY VALVE
CBC	CONC BOX CULVERT
GV	GATE VALVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TP	TOP OF PIPE

CONSTRUCTION KEYNOTES

601 2 EA PRIOR TO CONSTRUCTION, LOCATE EX. 8" HIGH PRESSURE GAS MAIN & FIBER OPTIC. VERIFY NO CONFLICT BETWEEN EX. GAS MAIN & NEW 12" WATER MAIN. NOTIFY ENGINEER IMMEDIATELY IF ACTUAL FIELD CONDITIONS DIFFER FROM THAT SHOWN BY THESE PLANS.

602 1 LS SAWCUT EXISTING PAVEMENT AT LANE LINE WITHIN ADOT R.O.W. (254± LF) SEE ADOT TYPICAL CROSSROAD SECTION, SHEET 3.

603 383 SY REMOVE & DISPOSE EXISTING AC PAVEMENT.

604 235 LF ADOT R.O.W.: INSTALL NEW 12" AWWA C-150 CLASS 350 DIP WATER LINE PER MAG SPEC 730.2 & 730.3 & THE TYPICAL TRENCH DETAIL, SHEET 3, FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NON-SHRINK SLURRY BACKFILL CONCRETE MIX NO. 1383015 (OR APPROVED EQUAL). FULL TRENCH DEPTH.

605 840 LF INSTALL NEW 12" AWWA C-900 CLASS 305 PVC WATER LINE PER COF E.D. 9-81-630 & 9-81-632. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). INCLUDE PAVEMENT & DRIVEWAY MOR WHERE APPLICABLE ("T" TOP SECTION).

606 1 EA AT STATION 9+80±: INSTALL 22.5° MJ D.I. BEND FITTING PER MAG SPEC 730.4.

607 40 LF JACK & BORE 24" MIN. DIAMETER 1/4" THICK STEEL CASING PER COF E.D. 9-08-010. SEAL ENDS OF CASING W/ END SEALS BY ADVANCE PRODUCTS & SYSTEMS, INC. OR APPROVED EQUAL. SEE ADDITIONAL NOTE 5, THIS SHEET.

40 LF 12" AWWA C-150 CLASS 350 DIP IN CASING FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL).

608 NPI AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. PIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THOSE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION, HOWEVER, DO NOT EXCEED 1.5°.

609 2 EA INSTALL COMPLETE 12" GATE VALVE ASSEMBLY PER MAG S D.3.01, RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-03-060 & -065. MARK VALVE WITH A BLUE 2-1/2" x 72" CARSONITE VALVE MARKER WITH CONCRETE RING.

610 1 EA REMOVE & SALVAGE EXISTING SIGN IN CONFLICT WITH NEW WATER MAIN. RE-INSTALL EX. SIGN WEST OF ORIGINAL LOCATION & ADJACENT TO NEW WATER MAIN TRENCH WALL. DO NOT RE-INSTALL SIGN ABOVE NEW PIPE OR TRENCH.

611 383 SY ADOT R.O.W.: INSTALL NEW 8" AC PAVEMENT PER ADOT SPEC 409 & THE ADOT PAVEMENT STRUCTURAL SECTION ON SHEET 3. INSTALL ON 4" AB CLASS 1 ON 13" ABB CLASS 4 COMPACTED TO 1088 MAX. DENSITY PER ADOT SPEC 303.

612 1 LS PRIOR TO CONSTRUCTION RECORD EX. PAVEMENT STRIPING. INSTALL NEW LANE STRIPING TO MATCH EXISTING (PRE-IMPROVEMENT) LANE DELINEATION PER ADOT SPEC 406. MEASUREMENT & PAYMENT PER LUMP SUM QUANTITY.

NPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND", "PER", "SET", ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC., JOB NO. 12-630. REFER TO SHEET 3 FOR SURVEY NOTES 11.v. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY! CAUTION SHALL BE USED TO LOCATE THESE & ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION & AVOID DAMAGING THESE UTILITIES BY VERIFYING SIZES & LOCATIONS WITH RESPECTIVE COMPANIES.
3. ELEVATIONS SHOWN IN WATER LINE PROFILE (JOINTS, DEFLECTION, ETC.) REFLECT TOP OF PIPE.
4. VERTICAL DEFLECTIONS, FITTINGS & ELEVATIONS AS CALLED OUT HEREIN HAVE BEEN DESIGNED WITH CONSIDERATION FOR MINIMUM COVER, ADJACENT UTILITIES & NEW WATER LINE APPURTENANCES. DEVIATIONS FROM THE PROFILE AS PRESENTED HEREIN WILL REQUIRE APPROVAL OF THE ENGINEER.
5. PIPE CASING SHALL CONFORM TO ASTM A283, GRADE B, C, OR D. ALL JOINTS SHALL BE WELDED. INTERIOR JOINTS SHALL BE GROUNDED TO A SMOOTH FINISH. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C201. COATINGS NOT REQUIRED. PIPE CASING SHALL BE LAID TRUE TO LINE & GRADE WITH NO BENDS OR CHANGES IN GRADE FOR THE FULL LENGTH OF CASING. THE PIPE SHALL BE SYMMETRICALLY SUPPORTED ABOUT ITS CENTERLINE INSIDE THE CASING AT EACH JOINT END, WITH A COF UTILITIES DEPARTMENT APPROVED STAINLESS STEEL CASING SPACER. SIZE AND DESIGN PER MANUFACTURER RECOMMENDATIONS. CASING ENDS SHALL BE GROUTED WITH LIGHT FLYASH CEMENT AND SEALED IN A MANNER ACCEPTABLE BY THE COF UTILITIES DEPARTMENT.

TURNER ENGINEERING INC.
3004 E. ARIZONA AVE., FLAGSTAFF, ARIZONA 86001
PHONE 779-1814

TEI PROJ. NO.:	11312
DESIGN:	DM
DRAWN:	DM
CHECKED:	
DATE:	12/19/2013
SCALE:	
HORIZ:	1" = 40'
VERT:	1" = 4'

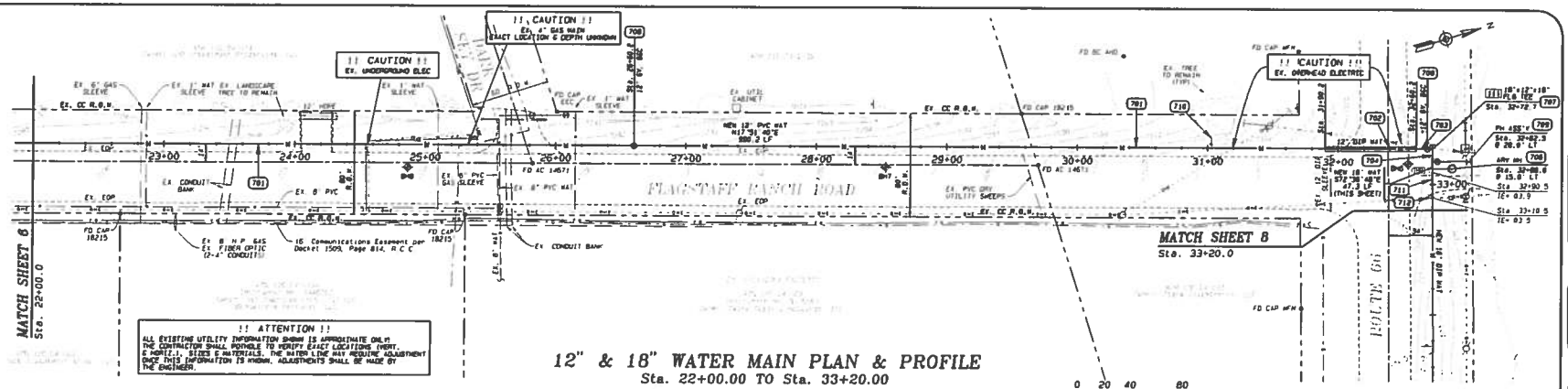
PRELIMINARY NOT FOR CONSTRUCTION (65% PLAN SUBMITTAL)

WEST ROUTE 66
WATER TRANSMISSION MAIN
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66;
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

12" WATER MAIN
PLAN & PROFILE
Sta. 10+80.00 TO Sta. 22+00.00

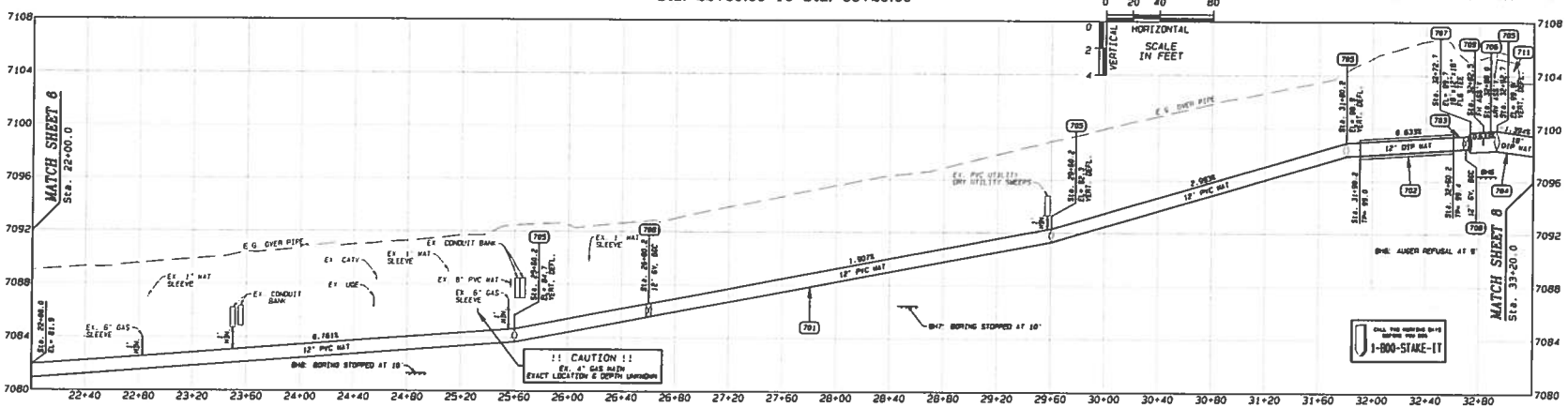
SHEET: 6 OF 12

C.O.F. PROJECT 525100



12" & 18" WATER MAIN PLAN & PROFILE

Sta. 22+00.00 TO Sta. 33+20.00



CONSTRUCTION KEYNOTES

701 990 LF INSTALL NEW 12" AWWA C-900 CLASS 305 PVC WATER LINE PER COF E.D. 9-01-030 & 9-01-032. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). INCLUDE PAVEMENT REPAIR WHERE APPLICABLE (1" TOP SECTION).

702 70 LF JACK & BORE 24" MIN. DIAMETER 1/4" THICK STEEL CASING PER COF E.D. 9-09-010. SEAL ENDS OF CASING W/ END SEALS BY ADVANCE PRODUCTS & SYSTEMS, INC. OR APPROVED EQUAL. SEE ADDITIONAL NOTE 5. THIS SHEET.

70 LF 12" AWWA C-150 CLASS 350 DIP IN CASING. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL)

703 13 LF INSTALL NEW 12" AWWA C-150 CLASS 350 DIP WATER LINE PER MAG SPEC 750.2 & 750.3 & COF E.D. 9-01-032. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. PAVEMENT REPAIR (1" TOP SECTION).

704 47 LF INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 750.2 & 750.3 & COF E.D. 9-01-032. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL). ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. QUANTITY TO INCLUDE DRIVEWAY REPAIR.

705 MPI AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. WIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THESE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION, HOWEVER, DO NOT EXCEED 1.5°.

706 1 EA INSTALL AIR RELEASE VALVE ASS'Y PER COF E.D. 9-03-100.

707 AT STATION SHOWN INSTALL D.I. FITTING PER MAG SPEC 750.4. SEE "TEE & AIR RELEASE ASSEMBLY", THIS SHEET.

QTY	FITTING TYPE	LOCATION
1 EA	18"x12"x18" PLG TEE	Sta. 32+72.7
1 EA	18" BLIND FLANGE	WEST OF TEE
1 EA	18" MJ x PLG ADAPTOR	EAST OF TEE

708 2 EA INSTALL COMPLETE 12" GATE VALVE ASSEMBLY PER MAG § 6.301. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-01-060 & -062. MARK VALVE WITH A BLUE 2-1/2" x 72" CARBONITE VALVE MARKER WITH CONCRETE RING.

709 1 EA INSTALL NEW 18"x8" TEE, 8" DIP IN POLYWRAP & NEW FIRE HYDRANT ASSEMBLY PER MAG E.D. 360 & COF E.D. 13-03-011. FIRE HYDRANT RUN SHALL BE CLASS 350 DIP FULLY JOINT RESTRAINED USING "MEGA-LUG" (OR APPROVED EQUAL). INSTALL BOLLARDS PER COF E.D. 13-03-012. INSTALL TRACER CONNECTION IN VALVE BOX PER COF E.D. 9-01-020.

710 1 EA REMOVE & SALVAGE EXISTING SIGN IN CONFLICT WITH NEW WATER MAIN. RE-INSTALL EX. SIGN WEST OF ORIGINAL LOCATION & ADJACENT TO NEW WATER MAIN TRENCH WALL. DO NOT INSTALL SIGN ABOVE NEW PIPE OR TRENCH.

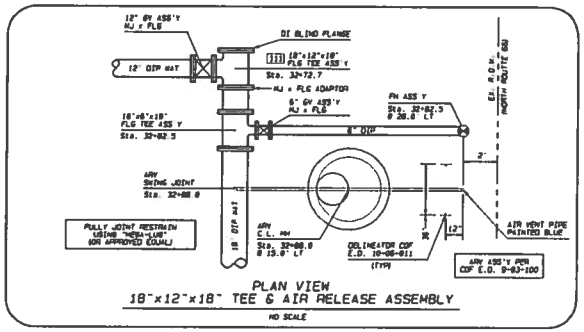
711 1 LS REMOVE & SALVAGE EX. 24" DRIVEWAY CULVERT IN CONFLICT WITH NEW WATER MAIN. RE-INSTALL CULVERT AT ORIGINAL POSITION PER COF E.D. 9-02-010. ENSURE POSITIVE DRAINAGE AT INLET/OUTLET.

712 1 EA REMOVE & SALVAGE EXISTING REFLECTOR. RE-INSTALL AT ORIGINAL POSITION.

MPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND" PER, "SET" ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTH AND EXPLORATIONS SURVEYS, INC. JOB NO. 12-538. REFER TO SHEET 3 FOR SURVEY NOTES (i.e. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY! CAUTION SHALL BE USED TO LOCATE THESE & ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION & AVOID DAMAGING THESE UTILITIES BY VERIFYING SIZES & LOCATIONS WITH RESPECTIVE COMPANIES.
3. ELEVATIONS SHOWN IN WATER LINE PROFILE (JOINTS, DEFLECTION, ETC.) REFLECT TOP OF PIPE.
4. VERTICAL DEFLECTIONS, FITTINGS & ELEVATIONS AS CALLED OUT HEREIN HAVE BEEN DESIGNED WITH CONSIDERATION FOR MINIMUM COVER, ADJACENT UTILITIES & NEW WATER LINE ANOMOLIES. DEVIATIONS FROM THE PROFILE AS PRESENTED HEREIN WILL REQUIRE APPROVAL OF THE ENGINEER.
5. PIPE CASING SHALL CONFORM TO ASTM A283, GRADE B, C OR D. ALL JOINTS SHALL BE WELDED. INTERIOR JOINTS SHALL BE GROUNDED TO A SMOOTH FINISH. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C201. COATINGS NOT REQUIRED. PIPE CASING SHALL BE LAID TRUE TO LINE & GRADE WITH NO BENDS OR CHANGES IN GRADE FOR THE FULL LENGTH OF CASING. THE PIPE SHALL BE SYMMETRICALLY SUPPORTED ABOUT ITS CENTERLINE INSIDE THE CASING AT EACH JOINT END, WITH 2 COF UTILITIES DEPARTMENT APPROVED STAINLESS STEEL CASING SPACERS (SIZE AND DESIGN PER MANUFACTURER RECOMMENDATIONS). CASING ENDS SHALL BE GROUTED WITH LIGHT FLYASH CEMENT AND SEALED IN A MANNER ACCEPTABLE BY THE COF UTILITIES DEPARTMENT.



PLAN VIEW
18"x12"x18" TEE & AIR RELEASE ASSEMBLY
NO SCALE

TURNER ENGINEERING INC.
300 N. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
PHONE 779-1614

TEI PROJ. NO.: 11512	SCALE:	
DESIGN: DM	CHECKED:	HORZ: 1"=40'
DRAWN: DM	DATE: 12/19/2013	VERT: 1"=4'

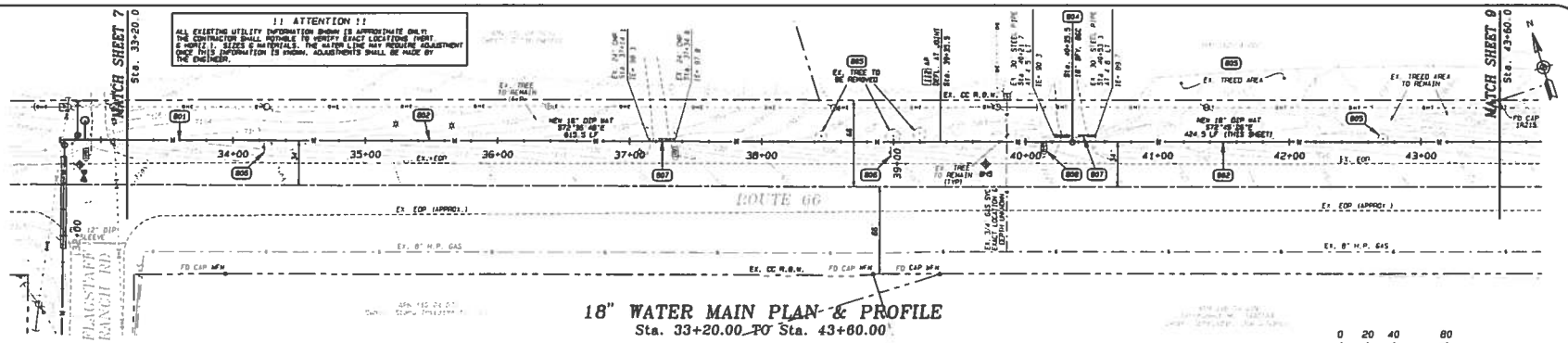
PRELIMINARY NOT FOR CONSTRUCTION (PER PLAN SUBMITTAL)

WEST ROUTE 66
WATER TRANSMISSION MAIN
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66:
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

12" & 18" WATER MAIN
PLAN & PROFILE
Sta. 22+00.00 TO Sta. 33+20.00

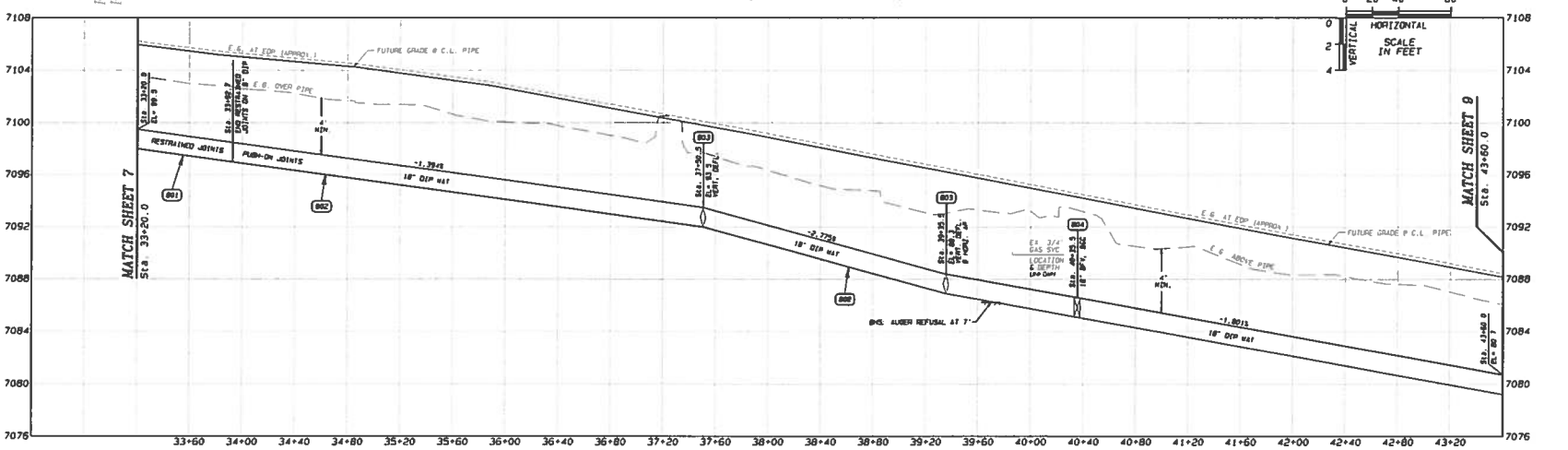
SHEET:
7 of 12

C.O.F. PROJECT 525100



18" WATER MAIN PLAN & PROFILE

Sta. 33+20.00 TO Sta. 43+60.00



PROJECT LEGEND

LINETYPES

- EX. R.O.W.
- EX. PROPERTY LINE
- CENTERLINE
- EX. EASEMENT
- EX. ELEV= 7085'
- EX. FENCE
- EX. ELECTRIC LINE
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. OVERHEAD ELEC
- EX. UNDERGROUND ELEC
- EX. OVERHEAD TELE
- EX. WATER LINE
- NEW WATER LINE
- EX. STORM DRAIN

SYMBOLS

- BOREHOLE
- FOUND CORNER
- EX. ELECTRIC BOX
- EX. FIRE HYDRANT
- EX. GAS MARKER
- EX. LIGHT POLE
- EX. POWER POLE
- EX. REFLECTOR
- EX. SIGN
- EX. TEL RISER
- WATER METER
- EX. WATER VALVE
- NEW WATER VALVE

ABBREVIATIONS

AP	ANGLE POINT
BCC	BOX & COVER
BFL	BUTTERFLY VALVE
CBC	CONC BOX CULVERT
GV	GATE VALVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TP	TOP OF PIPE

CONSTRUCTION KEYNOTES

801 73 LF INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 730.2 & 730.3 & COF E.D. 9-01-032. FULLY JOINT RESTRAIN USING "MEGA-LUG" (OR APPROVED EQUAL) ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. CAUTIOUSLY TO INCLUDE DRIVEWAY REPAIR.

802 807 LF INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 730.2 & 730.3 & COF E.D. 9-01-032. ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. CAUTIOUSLY TO INCLUDE DRIVEWAY REPAIR.

803 NPI AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. PIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THESE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION. HOWEVER, DO NOT EXCEED 1.5°.

804 1 EA INSTALL COMPLETE 18" BUTTERFLY VALVE ASSEMBLY PER MAG S.D.301. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-03-060 & -062.

805 1 LS REMOVE & DISPOSE EXISTING TREES IN CONFLICT WITH NEW IMPROVEMENTS. NOTE: TREE REMOVAL WITHIN THE "TREED AREA" BETWEEN Sta. 41+00 TO Sta. 41+20 SHALL BE MINIMIZED.

806 2 EA REMOVE & SALVAGE EXISTING SIGN IN CONFLICT WITH NEW WATER MAIN. RE-INSTALL EX. SIGN IN ORIGINAL POSITION & ADJACENT TO NEW WATER MAIN TRENCH WALL. DO NOT INSTALL SIGN ABOVE NEW PIPE OR TRENCH.

807 1 LS REMOVE & SALVAGE EX. 24" CMP & 30" STEEL PIPE AT EX. DRIVEWAYS. RE-INSTALL CULVERT AT ORIGINAL POSITION PER COF E.D. 8-02-010. ENSURE POSITIVE DRAINAGE AT INLET/OUTLET.

808 1 EA REMOVE & SALVAGE EXISTING MAIL BOX & POST IN CONFLICT WITH NEW WATER MAIN. RE-INSTALL AT ORIGINAL POSITION.

NPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND" (FD), "SET", ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC. (JOB No. 12-039, REFER TO SHEET 3 FOR SURVEY NOTES 11.a). PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY! CAUTION SHALL BE USED TO LOCATE THESE & ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION & AVOID DAMAGING THESE UTILITIES BY VERIFYING SIZES & LOCATIONS WITH RESPECTIVE COMPANIES.
3. ELEVATIONS SHOWN IN WATER LINE PROFILE (JOINTS, DEFLECTION, ETC.) REFLECT TOP OF PIPE.
4. VERTICAL DEFLECTIONS, FITTINGS & ELEVATIONS AS CALLED OUT HEREIN HAVE BEEN DESIGNED WITH CONSIDERATION FOR MINIMUM COVER, ADJACENT UTILITIES & NEW WATER LINE APPURTENANCES. DEVIATIONS FROM THE PROFILE AS PRESENTED HEREIN WILL REQUIRE APPROVAL OF THE ENGINEER.

CALL FOR INSPECTION 24 HRS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
520 E. ROPER ROAD, PHOENIX, ARIZONA 85021
PHONE: 623-979-1814

TEI PROJ. No.:	11512	SCALE:	
DESIGN: DM	CHECKER:	HORZ: 1" = 40'	
DRAWN: DM	DATE: 12/19/2013	VERT: 1" = 4'	

PRELIMINARY NOT FOR CONSTRUCTION (FOR PLAN REVIEW ONLY)

WEST ROUTE 66 WATER TRANSMISSION MAIN

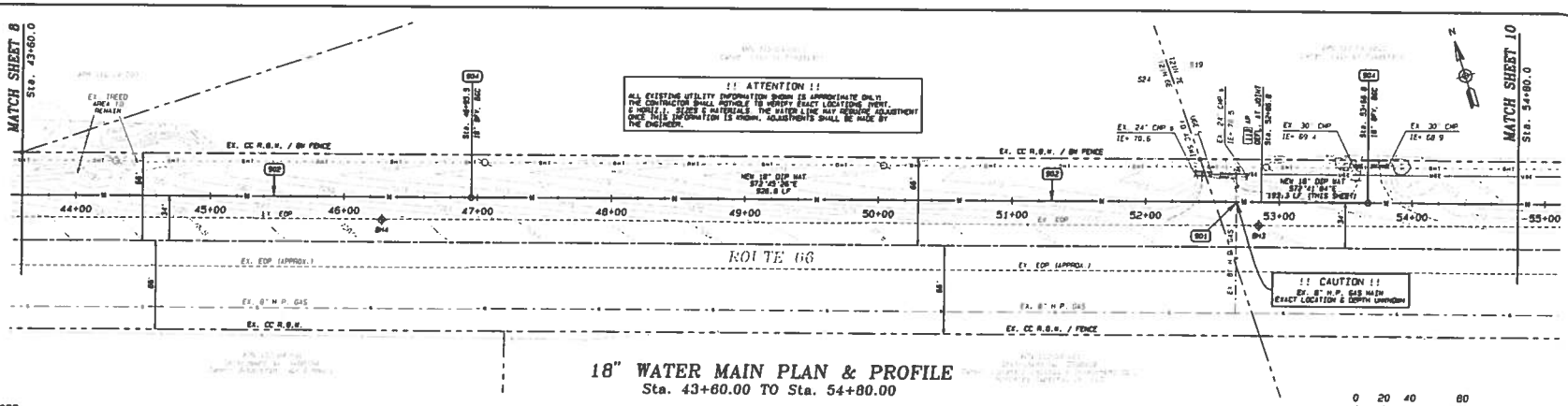
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66; WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

18" WATER MAIN PLAN & PROFILE

Sta. 33+20.00 TO Sta. 43+60.00

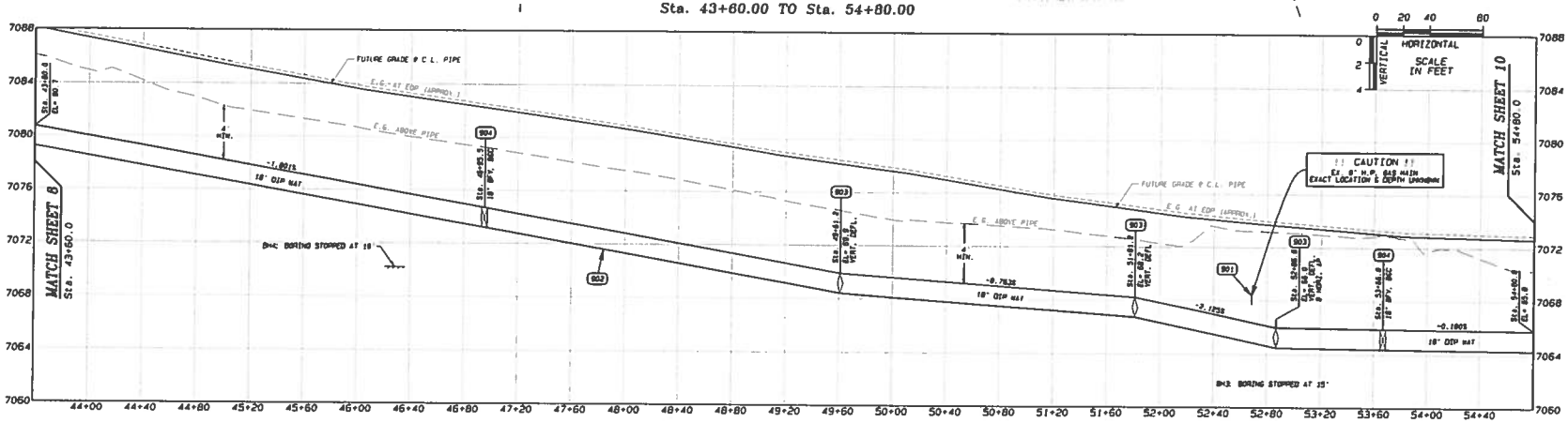
SHEET: 8 of 12

C.O.F. PROJECT 525100



18" WATER MAIN PLAN & PROFILE

Sta. 43+60.00 TO Sta. 54+80.00



PROJECT LEGEND

LINETYPES

- EX. R.O.W.
- EX. PROPERTY LINE
- CENTERLINE
- EX. EASEMENT
- EX. ELEV= 7985'
- EX. FENCE
- EX. ELECTRIC LINE
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. OVERHEAD ELEC
- EX. UNDERGROUND ELEC
- EX. OVERHEAD TELE
- EX. WATER LINE
- NEW WATER LINE
- EX. STORM DRAIN

SYMBOLS

- BOREHOLE
- FOUND CORNER
- EX. ELECTRIC BOX
- EX. FIRE HYDRANT
- EX. GAS MARKER
- EX. LIGHT POLE
- EX. POWER POLE
- EX. REFLECTOR
- EX. SIGN
- EX. TEL RISER
- WATER METER
- EX. WATER VALVE
- NEW WATER VALVE

ABBREVIATIONS

AP	ANGLE POINT
BGC	BOX & COVER
BFL	BUTTERFLY VALVE
CBC	CONC BOX CULVERT
GV	GATE VALVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TP	TOP OF PIPE

CONSTRUCTION KEYNOTES

901	1 EA	PRIOR TO CONSTRUCTION, LOCATE (HORIZ. & VERT.) EX. 8" HIGH PRESSURE GAS MAIN. VERIFY NO CONFLICT WITH NEW 18" WATER MAIN. NOTIFY ENGINEER IMMEDIATELY IF ACTUAL FIELD CONDITIONS DIFFER FROM THAT SHOWN ON THESE PLANS.
902	L 120 LF	INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 730 & 730.3 & COF E.O. 9-81-032. ENCASE IN 90 POUND PER MAG SPEC 610 & 3. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. QUANTITY TO INCLUDE DRIVEWAY REPAIR.
903	NPI	AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. PIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THESE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION. HOWEVER, DO NOT EXCEED 1.5°.
904	2 EA	INSTALL COMPLETE 18" BUTTERFLY VALVE ASSEMBLY PER MAG 3.0.301. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-93-080 & 2. THESE VALVES NOT LOCATED IN DRIVEWAY MARK WITH A BLUE 2-1/2" X 72" CARSONITE VALVE MARKER WITH CONCRETE RING.

NPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND" STD. "SET" ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC., JOB NO. 12-038. REFER TO SHEET 2 FOR SURVEY NOTES (I.E. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
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CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
1000 W. HERMIT RD., FLAGSTAFF, ARIZONA 86001
PHONE 779-1814

TEI PROJ. NO.: 11512		SCALE:	
DESIGN: DK	CHECKED:	HORZ: 1" = 40'	
DRAWN: DK	DATE: 12/10/2013	VERT: 1" = 4'	

PRELIMINARY NOT FOR CONSTRUCTION (90% Plan Submittal)

WEST ROUTE 66 WATER TRANSMISSION MAIN

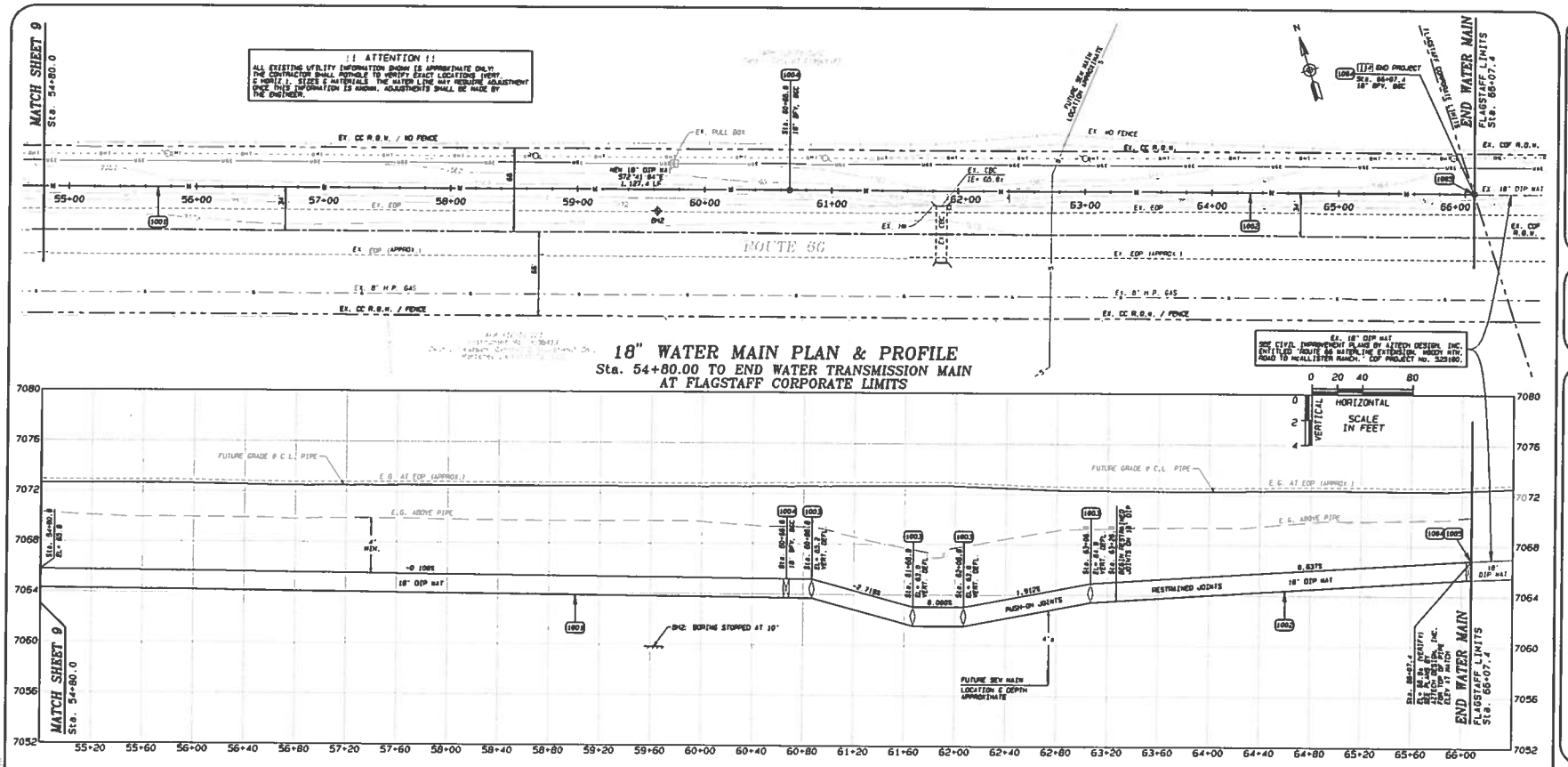
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

18" WATER MAIN PLAN & PROFILE

Sta. 43+60.00 TO Sta. 54+80.00

SHEET: 9 of 12

C.O.F. PROJECT 525100



18" WATER MAIN PLAN & PROFILE

Sta. 54+80.00 TO END WATER TRANSMISSION MAIN AT FLAGSTAFF CORPORATE LIMITS

PROJECT LEGEND

LINETYPES

- EX. R.O.W.
- EX. PROPERTY LINE
- CENTERLINE
- EX. EASEMENT
- EX. ELEV= 7085'
- EX. FENCE
- EX. ELECTRIC LINE
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. OVERHEAD ELEC
- EX. UNDERGROUND ELEC
- EX. OVERHEAD TELE
- EX. WATER LINE
- NEW WATER LINE
- EX. STORM DRAIN

SYMBOLS

- BOREHOLE
- FOUND CORNER
- EX. ELECTRIC BOX
- EX. FIRE HYDRANT
- EX. GAS MARKER
- EX. LIGHT POLE
- EX. POWER POLE
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- EX. SIGN
- EX. TEL RISER
- WATER METER
- EX. WATER VALVE
- NEW WATER VALVE

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BFL	BUTTERFLY VALVE
CBC	CONC BOX CULVERT
GV	GATE VALVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TP	TOP OF PIPE

CONSTRUCTION KEYNOTES

1001	648 LF	INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 750.2 & 750.3 & COF E.D. 9-81-032. ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. GAURNTTY TO INLUDE DRIVEWAY REPAIR.
1002	280 LF	INSTALL NEW 18" AWWA C-150 CLASS 250 DIP WATER LINE PER MAG SPEC 750.2 & 750.3 & COF E.D. 9-81-032. FULLY JOINT RESTRAIN USING "MEGA-LUG." (OR APPROVED EQUAL). ENCASE IN POLYWRAP PER MAG SPEC 610.6.2. NOTE: DISTURBANCE TO EX. DRIVEWAYS SHALL BE LIMITED TO THE WORK NECESSARY FOR WATER LINE INSTALLATION. GAURNTTY TO INLUDE DRIVEWAY REPAIR.
1003	NPI	AT LOCATIONS INDICATED PROVIDE VERTICAL JOINT DEFLECTION. PIPE DEFLECTIONS SHALL BE A MAXIMUM OF 1/2 THAT OF THE MANUFACTURER'S MAXIMUM RECOMMENDED. THESE DEFLECTIONS SHOWN HEREIN VARY WITH LOCATION, HOWEVER, DO NOT EXCEED 1.5°
1004	2 EA	INSTALL COMPLETE 18" BUTTERFLY VALVE ASSEMBLY PER MAG S-6.301. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-83-065 & -082. MAIN VALVE WITH 2 BLUE 2-1/2" x 72" CARBONITE VALVE MARKER WITH CONCRETE RING.
1005	1 EA	TIE-IN TO EXISTING 18" DIP WATER MAIN.

NPI: NON-PAY ITEM

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND" PIN, "SET", ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC. JOB No. 12-038. REFER TO SHEET 3 FOR SURVEY NOTES (I.E. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
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CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
320 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
PHONE 779-1814

TEI PROJ. No.:	11512	SCALE:	
DESIGN: DN	CHECKED:	HORZ: 1" = 40'	
DRAWN: DN	DATE: 1/8/2014	VERT: 1" = 4'	

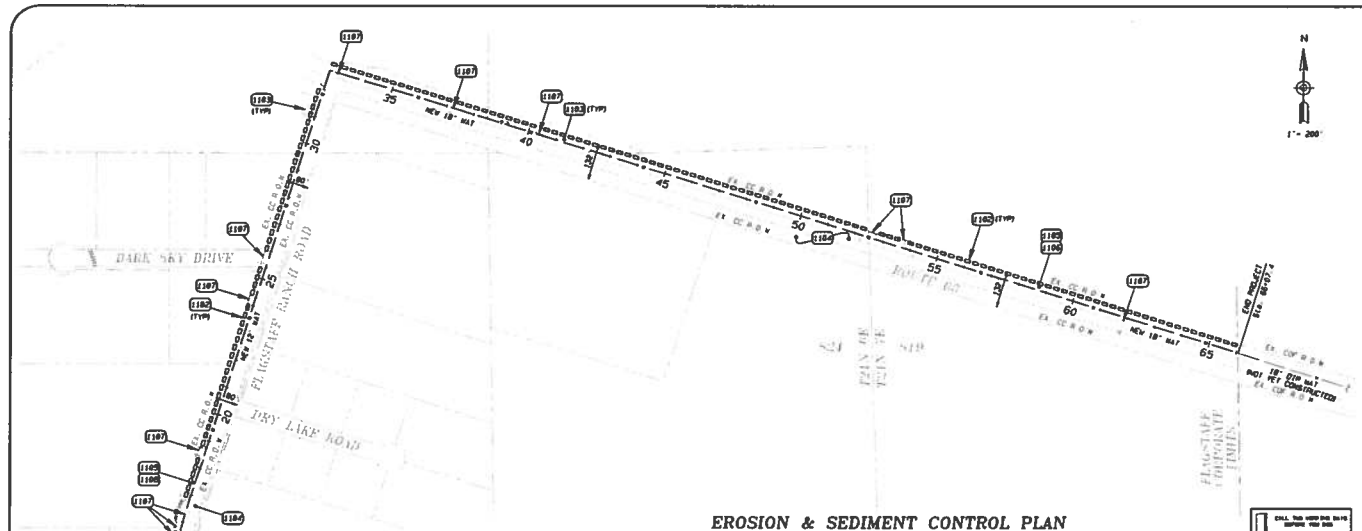
PRELIMINARY NOT FOR CONSTRUCTION
DON A. NORTON

WEST ROUTE 66
WATER TRANSMISSION MAIN
FLAGSTAFF RANCH ROAD TO WEST ROUTE 66;
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

18" WATER MAIN
PLAN & PROFILE
Sta. 54+80.00 TO END WATER TRANSMISSION MAIN
AT FLAGSTAFF CORPORATE LIMITS

SHEET:
10 of 12

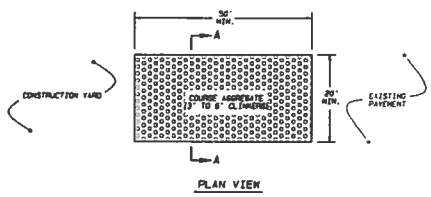
C.O.F. PROJECT 525100



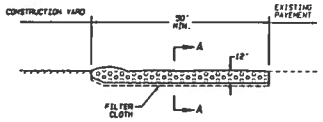
EROSION & SEDIMENT CONTROL PLAN

SCALE: 1" = 200'

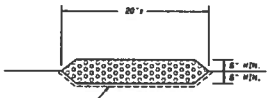
CALL TWO WEEKS BEFORE YOU DIG
1-800-STAKE-IT



PLAN VIEW



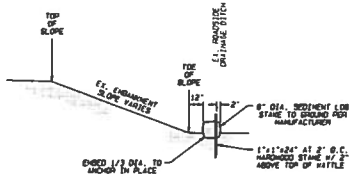
ELEVATION



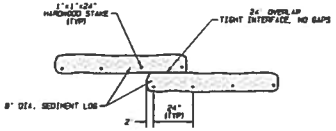
SECTION A-A

TYPICAL STABILIZED STONE CONSTRUCTION ENTRANCE

NO SCALE



EMBANKMENT SLOPE



TYPICAL OVERLAP

SEDIMENT WATTLE DETAIL

NO SCALE

EROSION & SEDIMENT CONTROL GENERAL NOTES

1. CONSTRUCTION ACTIVITIES THAT DISTURB 1.0 TO 5.0 ACRES ARE SUBJECT TO A NOTICE OF INTENT (NOI) ISSUED TO THE CONTRACTOR OR OWNER BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) UNDER ADEQ's CONSTRUCTION GENERAL PERMIT (CGP). CONTRACTOR AND/OR OWNER SHALL OBTAIN A COPY OF THE CGP AND THE NOI FORMS THROUGH THE ADEQ WEBSITE AT:

   http://www.azdeq.gov/environ/water/permits/download/2008_cgp.pdf

2. PROJECT DESCRIPTION:

   NEW IMPROVEMENTS WILL CONSIST OF CONSTRUCTION OF A NEW 12" & 18" WATER TRANSMISSION MAIN WITHIN THE RIGHT-OF-WAY OF FLAGSTAFF RANCH RD. & W. ROUTE 66.

   PROJECT LOCATION: WEST ROUTE 66 (FLAGSTAFF RANCH ROAD TO WEST ROUTE 66, WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS) COCONINO COUNTY, ARIZONA S19 T21N R7E & S24 T21N R6E GSRM

   LATITUDE & LONGITUDE: N 35°11' 32.6"; W 111°42'27.3"

   PROJECT AREA: 3.36 ACRES - ASSUMED AREA OF DISTURBANCE AS DEFINED & BOUND BY "PROJECT BEGIN" & "PROJECT END", EXISTING EDGE OF PAVEMENT & 10' OFFSET FROM CENTERLINE NEW WATER MAIN.

   HYDROLOGIC SOIL GROUP: D

   NEAREST RECEIVING WATERS: CLAY AVENUE WASH

3. A COPY OF THE GRADING & DRAINAGE PLAN FOR THIS PROJECT, TOGETHER WITH A COPY OF THE NOTICE OF INTENT (NOI) & THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), SHALL BE MAINTAINED ON THE SITE & AVAILABLE FOR REVIEW. THOSE ELEMENTS OF THE GRADING & DRAINAGE PLAN PERTINENT TO OR REFERENCED ON THE SWPPP SHALL BE CONSIDERED A PART OF THE SWPPP.

4. SEDIMENT LOGS SHALL BE LOCATED AS INDICATED IN THE PLANS OR AS DIRECTED BY THE ENGINEER. THEY SHALL BE SELECTED, INSTALLED & MAINTAINED WITH MANUFACTURER'S SPECIFICATIONS & GOOD PRACTICES.

5. STAKE WITH 1"x1"x24" MIN. HARDWOOD STAKES AT 2 FEET ON CENTER. THE STAKE SHALL BE PLACED THROUGH THE DOWNSTREAM SIDE ONLY 2 INCHES INTO THE LOG. IT IS ONLY NECESSARY FOR THE STAKES TO GRAB ONE OR TWO INCHES OF THE NETTING. DO NOT DRIVE THE STAKES THROUGH THE CENTER OF THE LOG.

6. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL & THE SEDIMENT LOGS. REPAIR ANY RILLS OR GULLIES.

7. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES & DURING SITE DEVELOPMENT UNTIL PROJECT CLOSE-OUT & FINAL ACCEPTANCE.

8. THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION & SEDIMENTATION. ALL ADDITIONAL EROSION CONTROL MEASURES SHALL CONFORM TO THE ARIZONA DEPARTMENT OF TRANSPORTATION EROSION & POLLUTION CONTROL MANUAL.

9. ALL EROSION CONTROL MEASURES SHOWN ON THE APPROVED PLANS MUST BE IN PLACE, INSPECTED & APPROVED BY THE DESIGNATED COUNTY REPRESENTATIVE PRIOR TO CLEARING & GRUBBING, STRIPPING OF TOPSOIL, OR GRADING.

10. THE CONTRACTOR/OPERATOR SHALL INSPECT & DOCUMENT ALL EROSION & SEDIMENT CONTROL MEASURES WEEKLY & AFTER EACH SIGNIFICANT RAINFALL (EQUAL TO OR EQUAL TO HALF AN INCH OR MORE). THE FOLLOWING ITEMS WILL BE INSPECTED IN PARTICULAR:

    A. SEDIMENT WATTLES & OTHER TEMPORARY SEDIMENT BARRIERS WILL BE INSPECTED REGULARLY FOR UNDERMINING OR DETERIORATION. ALL ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.

    B. SEEDED AREAS WILL BE INSPECTED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHALL BE FERTILIZED & RESEEDED AS NEEDED.

    C. STREAM DIVERSION & STORM CONVEYANCE CHANNELS SHALL BE INSPECTED WEEKLY & AFTER EACH RAINFALL TO ENSURE THEY ARE FUNCTIONING PROPERLY & THAT THE INTEGRITY OF THE LINING(S) ARE NOT COMPROMISED. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF EROSION CONTROL DEVICES MUST BE MADE IMMEDIATELY AFTER THE INSPECTION.

11. THE CONTRACTOR/OPERATOR IS RESPONSIBLE FOR MAINTAINING & UPDATING THE "SWPPP COMPLIANCE INSPECTION REPORT & CHECKLIST" THROUGHOUT THE LIFE OF THE PROJECT. A COPY OF THE REPORT SHALL BE MAINTAINED ON SITE & MADE AVAILABLE FOR REVIEW. NOTE: IT IS THE CONTRACTOR/OPERATOR'S RESPONSIBILITY TO BE AWARE OF ALL ITEMS WITHIN THE "SWPPP COMPLIANCE INSPECTION REPORT & CHECKLIST" & DOCUMENT ALL INSPECTIONS & FINDINGS IN THIS REPORT.

12. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER ADEQUATE SITE STABILIZATION HAS BEEN ACHIEVED & NO LONGER NEEDED. CONTRACTOR SHALL REMOVE & DISPOSE OF SEDIMENT LOGS, STAKES & TRAPPED SEDIMENT MATERIAL & FILL SHALLOW TRENCH CREATED BY SEDIMENT LOGS.

13. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 7 CALENDAR DAYS FOLLOWING AN INSPECTION THAT DISCOVERS AN INADEQUATE BMP. BMP'S SHALL BE MODIFIED OR ADDED AS SOON AS PRACTICABLE, BUT NO LONGER THAN THE NEXT STORM EVENT.

14. APPROVAL OF PLANS DOES NOT RELIEVE THE OPERATOR FROM CORRECTING ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE OPERATOR FROM HIS RESPONSIBILITIES TO THE SITE & ADJACENT PROPERTIES.

15. THE CONTRACTOR SHALL REPAIR ANY DAMAGED EROSION CONTROL MEASURE IMMEDIATELY AFTER THE DAMAGE HAS OCCURRED.

16. SEDIMENT LOGS OR OTHER PERIMETER CONTROLS SHALL BE INSTALLED PRIOR TO START OF WATER LINE CONSTRUCTION.

17. LOCATIONS OF SEDIMENT LOG PERIMETER CONTROL DEPICTED HEREIN ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD LOCATING EROSION PROTECTION MEASURES AS SHOWN & PROVIDING ADDITIONAL MEASURES AS DEEMED NECESSARY IN THE FIELD.

EROSION & SEDIMENT CONTROL KEYNOTES

1103	1 LS INSTALL TEMPORARY STONE CONSTRUCTION ENTRANCE AT POINTS OF VEHICULAR INGRESS AND EGRESS. STONE CONSTRUCTION ENTRANCE SHALL BE PLACED ADJACENT TO PAVED AREAS & CONSTRUCTION YARD AS DETERMINED BY THE CONTRACTOR.
1102	2,770 LF INSTALL 8" DIA. SEDIMENT WATTLES, STAKE TO GROUND PER MANUFACTURER'S SPECIFICATIONS. SEE "SEDIMENT WATTLE DETAIL", THIS SHEET. QUANTITY DOES NOT ACCOUNT FOR OVERLAP.
1103	1 LS INSTALL TREE PROTECTION AROUND ANY TREES THAT ARE NOT WITHIN 12' OF THE NEW WATER LINE PER THE "C.O.F. TREE PROTECTION NOTES", SHEET 2.
1104	1 LS INSPECT WEST ROUTE 66, FLAGSTAFF RANCH ROAD & PAVED DRIVEWAYS DAILY FOR EVIDENCE OF CONSTRUCTION VEHICULAR TRACKING FROM PROJECT. RUN A STREET SWEEPER TO REMOVE SEDIMENT, MUD, DEBRIS, ETC. FROM PAVEMENT.
1105	1 LS DUST CONTROL BY APPLICATION OF RECLAIMED WATER PER MAG SECTION 104.
1106	1 LS RESEED ALL DISTURBED AREAS PER THE RESEEDING NOTES, SHEET 2.
1107	1 LS THE CONTRACTOR SHALL PROTECT THE INLET/OUTLET OF THE EXISTING CULVERTS WITHIN THE PROJECT SITE & PERFORM CLEANING IN THE EVENT THAT THEY BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITY. PRIOR TO CONSTRUCTION CLOSE-OUT THE CONTRACTOR SHALL FLUSH EXISTING CULVERTS TO REMOVE SEDIMENT & DEBRIS.

TURNER ENGINEERING INC.
320 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001

TEL PROJ. NO.:	11512	SCALE:	
DESIGN: DM	CHECKED:	HORZ: AS NOTED	
DRAWN: DM	DATE: 12/18/2013	VERT: N/A	

PRELIMINARY NOT FOR CONSTRUCTION 100% PLAN SUBMITTAL

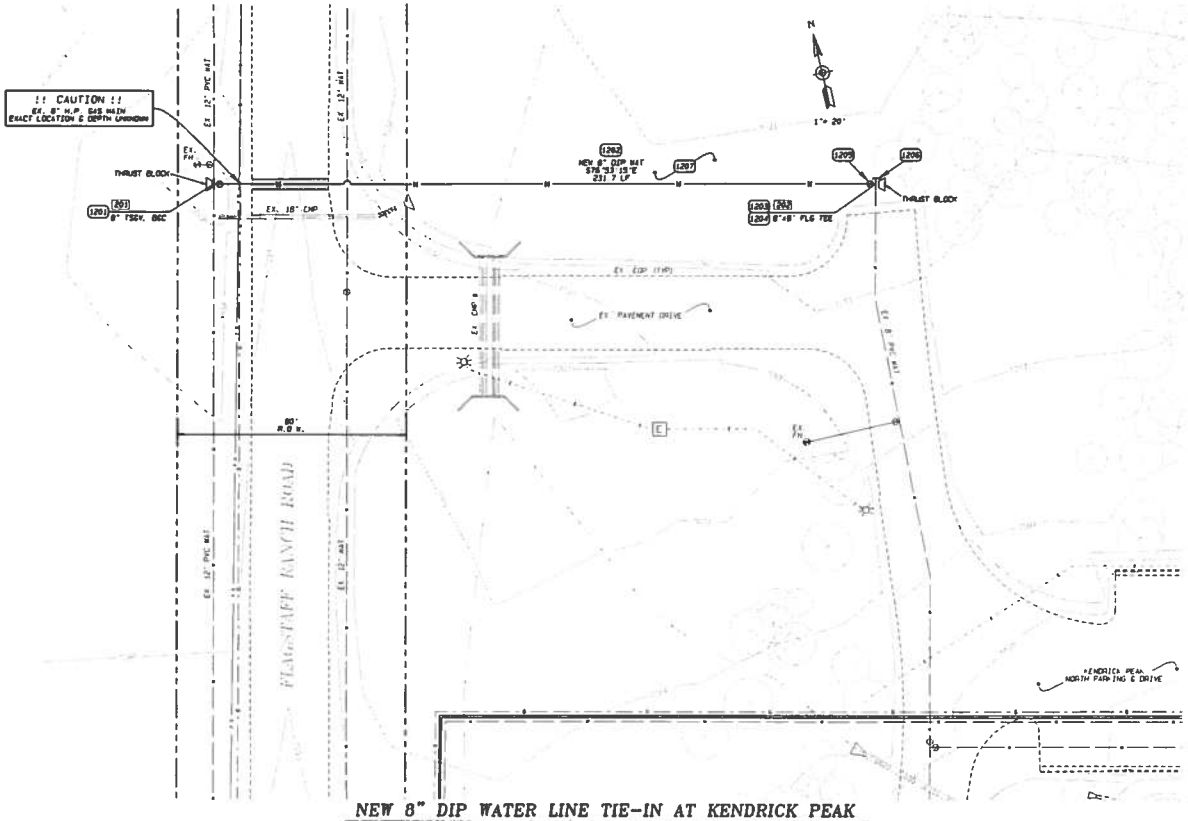
WEST ROUTE 66 WATER TRANSMISSION MAIN

FLAGSTAFF RANCH ROAD TO WEST ROUTE 66,
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

EROSION & SEDIMENT CONTROL PLAN

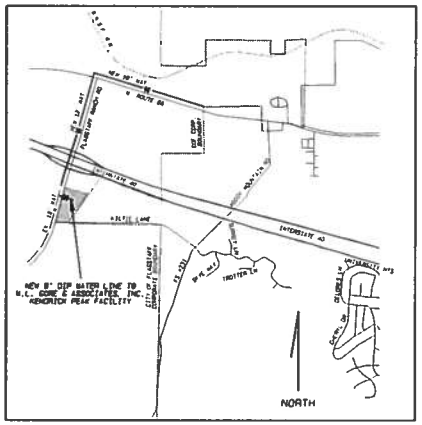
SHEET: 11 of 12

C.O.F. PROJECT 525100



NEW 8" DIP WATER LINE TIE-IN AT KENDRICK PEAK

SCALE: 1"= 20'



VICINITY MAP

NO SCALE

PROJECT LEGEND

LINETYPES

- EX. R.O.W.
- EX. PROPERTY LINE
- CENTERLINE
- EX. EASEMENT
- EX. ELEV= 7065'
- EX. FENCE
- EX. ELECTRIC LINE
- EX. GAS LINE
- EX. FIBER OPTIC
- EX. OVERHEAD ELEC
- EX. UNDERGROUND ELEC
- EX. OVERHEAD TELE
- EX. WATER LINE
- NEW WATER LINE
- EX. STORM DRAIN

SYMBOLS

- BOREHOLE
- FOUND CORNER
- EX. ELECTRIC BOX
- EX. FIRE HYDRANT
- EX. GAS MARKER
- EX. LIGHT POLE
- EX. POWER POLE
- EX. REFLECTOR
- EX. SIGN
- EX. TEL RISER
- WATER METER
- EX. WATER VALVE
- NEW WATER VALVE

ABBREVIATIONS

AP	ANGLE POINT
BCC	BOX & COVER
BFL	BUTTERFLY VALVE
CBC	CONC BOX CULVERT
GV	GATE VALVE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
TP	TOP OF PIPE
TSEV	TAPPING SLEEVE & VALVE

LAYOUT CONTROL COORDINATE DATA

PT#	DESCRIPTION BEARING/CURVE DATA	NORTHING DISTANCE	EASTING
201	8" TSEV, BCC	68754.22	41838.93
	S78°33'15"E	231.74 ft	
202	8"x8" PLG TEE	68701.83	42069.63

CONSTRUCTION KEYNOTES

1201 1 EA AT LOCATION SHOWN INSTALL COMPLETE 8" TAPPING SLEEVE & VALVE ASSEMBLY AT EX. 12" PVC WATER LINE PER MAG S.D. 340. VERIFY LOCATION OF EX. 12" PVC WATER LINE PRIOR TO CONSTRUCTION. INCLUDE THRUST BLOCK PER THE THRUST BLOCK TABLE, SHEET 3. ADJUST VALVE BOX & COVER TO GRADE PER COF E.D. 9-03-060 & -062.

1202 232 LF INSTALL NEW 8" AWWA C-150 CLASS 350 DIP WATER LINE PER MAG SPEC 730.3 & 730.3 & COF E.D. 9-03-030 & -032. FULLY JOINT RESTRAIN USING "MEGA-LUG" OR APPROVED EQUAL. ENCASE IN POLYWRAP PER MAG SPEC 610.8.2. MAINTAIN 3' MIN. BURY DEPTH BELOW SUBGRADE. INCLUDE PAVEMENT REPAIR WHERE APPLICABLE (7" TOP SECTION VERTICALLY OBJECT AS NECESSARY TO AVOID CONFLICT WITH EXISTING UTILITIES. INCLUDE THRUST BLOCK AT NEW 8"x8" PLG TEE (PT#202) PER THE THRUST BLOCKING TABLE, SHEET 3.

1203 1 EA LOCATE, REMOVE & DISPOSE EXISTING 8" BLIND FLANGE AT END 8" PVC WATER STUB-OUT (PT#202.) REFER TO NOTE 1204 FOR NEW CONNECTION TO EX. 8" PVC WATER STUB-OUT.

1204 1 EA AT LOCATION SHOWN INSTALL NEW 8"x8" PLG TEE ASSEMBLY.

1205 1 EA INSTALL COMPLETE 8" MJ x PLG GATE VALVE ASSEMBLY WEST OF NEW TEE PER MAG S.D. 391. RESILIENT SEAT, EPOXY COATED. INCLUDE VALVE BOX, COVER & ADJUST TO GRADE PER COF E.D. 9-03-060 & -062. MARK VALVE WITH 4 BLUE 2-1/2" X 72" CARSONITE VALVE MARKER WITH CONCRETE RING.

1206 1 EA INSTALL 8" BLIND FLANGE NORTH OF NEW 8"x8" PLG TEE.

1207 1 LS RESEED ALL DISTURBED AREAS PER THE RESEEDING NOTES, SHEET 2.

**: QUANTITY ACCOUNTED FOR ON ANOTHER SHEET

ADDITIONAL NOTES

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN & ALL REFERENCES TO "FOUND", "PTD", "SET", ETC. ARE PER THE TOPOGRAPHIC SURVEY BY NORTHLAND EXPLORATIONS SURVEYS, INC. JOB NO. 12-830. REFER TO SHEET 2 FOR SURVEY NOTES (I.E. PROJECT BENCH MARK, BASIS OF BEARING, ETC.).
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY! CAUTION SHALL BE USED TO LOCATE THESE & ANY OTHER UTILITIES NOT SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION & AVOID DAMAGING THESE UTILITIES BY VERIFYING SIZES & LOCATIONS WITH RESPECTIVE COMPANIES.

CALL THE NORTHERN BATS BEFORE YOU DIG
1-800-STAKE-IT

TURNER ENGINEERING INC.
320 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
PHONE 779-1614

TEI PROJ. No.: 11512		SCALE:	
DESIGN: DM	CHECKED:	HORZ: 1"= 20	
DRAWN: DM	DATE: 12/18/2013	VERT: N/A	

PRELIMINARY NOT FOR CONSTRUCTION
PER PLAN SUBMITTAL

WEST ROUTE 66 WATER TRANSMISSION MAIN

FLAGSTAFF RANCH ROAD TO WEST ROUTE 66
WEST ROUTE 66 TO FLAGSTAFF CORPORATE LIMITS

NEW 8" DIP WATER LINE TIE-IN AT KENDRICK PEAK

SHEET: 12 of 12

C.O.F. PROJECT 525100

EXHIBIT D-1
Description and Cost of Over-Sizing by the City of Flagstaff

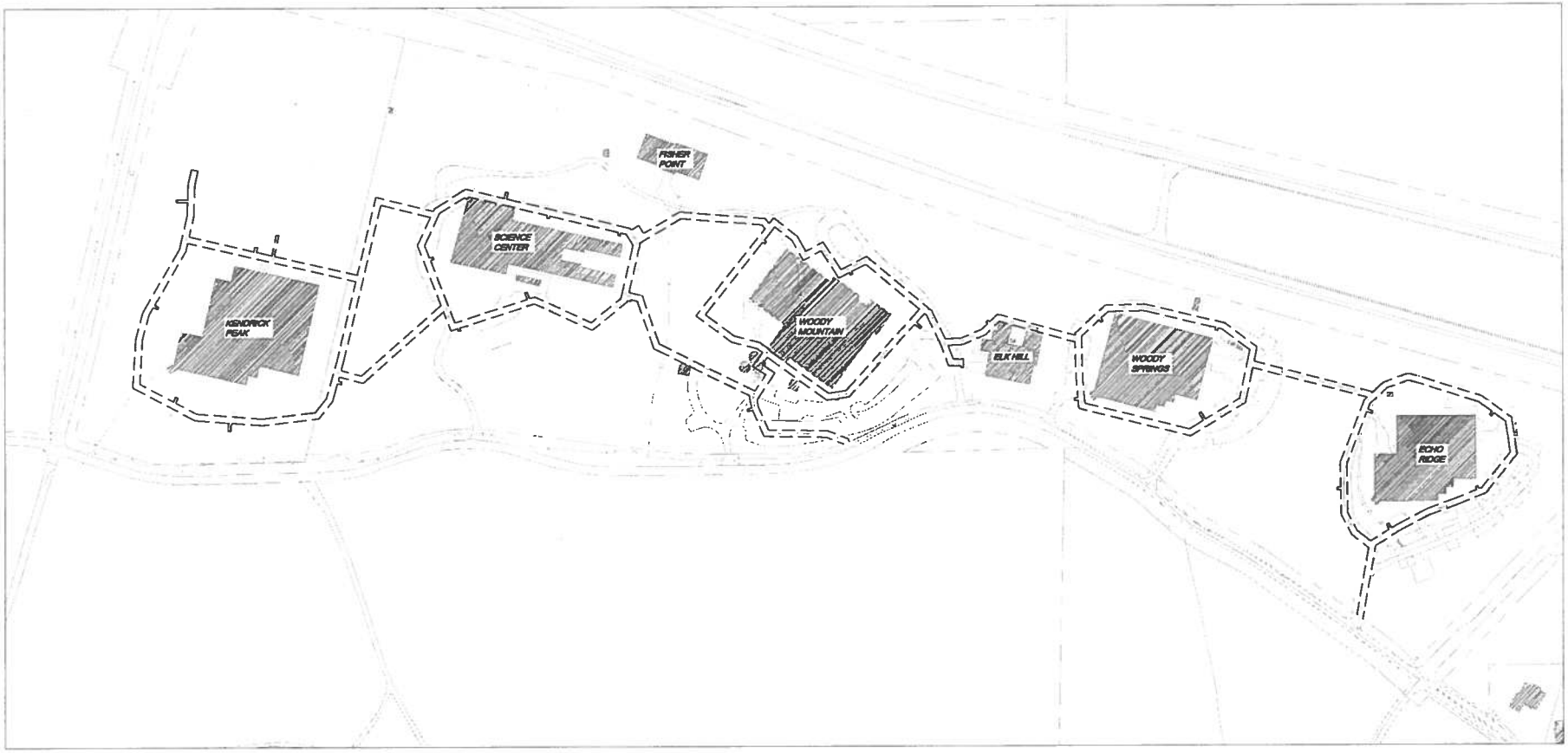
CITY OF FLAGSTAFF PROJECT
West Route 66 Water Transmission Main
Bid Schedule 01-06-13
PRELIMINARY NOT FOR CONSTRUCTION

	Description	Quantity	Units	Unit Price	Total Price
	Flagstaff Ranch Road 8" Water Main Related Items				
1	Remove, Salvage & Re-install Sign & Post(s)	2	EA		
2	Locate, Remove & Dispose Existing Blind Flange	1	EA		
3	Remove & Salvage 12" Gate Valve	1	EA		
4	Sawcut Existing AC Pavement (1,534± LF)	1	LS		
5	Remove & Dispose Existing AC Pavement	2,133	SY		
6	Install 8" AWWA C-150 Class 350 DIP Water Line (Fully Joint Restrained)	1,333	LF		
7	Install 8" AWWA C-900 Class 305 PVC Water Line (Fully Joint Restrained)	1,830	LF		
8	Jack & Bore 16" Steel Casing (COF E.D. 9-06-010)	110	LF		
9	Install 8" AWWA C-150 Class 350 DIP Water Line, Fully Joint Restrained, in Steel Casing (COF E.D. 9-06-010)	110	LF		
10	Install 8" x 45° MJ DI Bend Fitting	4	EA		
11	Install 8" x 22.5° MJ DI Bend Fitting	1	EA		
12	Install 8" Gate Valve Assembly (MAG S.D. 301)	6	EA		
13	Install Fire Hydrant Assembly (MAG S.D. 360/COF E.D. 13-03-011)	1	EA		
14	Install 6" AC Pavement on 4" AB on 15" ASB (ADOT Spec 409)	2,133	SY		
15	Re-stripe Lane within A.D.O.T. Right-of-Way (ADOT 408)	1	LS		
	West Route 66 8" Water Main Related Items				
16	Remove & Dispose Trees	1	LS		
17	Remove, Salvage & Re-install Sign & Post(s)	2	EA		
18	Remove, Salvage & Re-install Reflector	1	EA		
19	Remove, Salvage & Re-install 24" Drain Pipe	1	LS		
20	Remove, Salvage & Re-install 30" Steel Drain Pipe	1	LS		
21	Remove, Salvage & Re-install Mailbox & Post	1	EA		
22	Install 8" AWWA C-900 Class 305 PVC Water Line (Fully Joint Restrained)	400	LF		
23	Install 8" AWWA C-900 Class 305 DIP Water Line (Push-on Joints)	2,935	LF		
24	Install 8" Gate Valve (MAG S.D. 301)	5	EA		
25	Install 8"x8" FLG Tee	1	EA		
26	Install 8" DI Blind Flange	1	EA		
27	Install 8" DI MJ x FLG Adaptor	1	EA		
28	Install Air Release Valve (COF E.D. 9-03-100)	1	EA		
29	Install 8"x18" Reducer at Tie-in to Existing 18" DIP Water Main	1	EA		
	Waterline Tie-in at Kendrick Peak				
30	Install 8" Tapping Sleeve & Valve Assembly (MAG S.D. 340)	1	EA		
31	Install 8" AWWA C-150 Class 350 DIP (Fully Joint Restrained)	232	LF		
32	Locate, Remove & Dispose Existing Blind Flange	1	EA		
33	Install 8"x8" FLG Tee Assembly	1	EA		
34	Install 8" Blind Flange	1	EA		
35	Reseed All Disturbed Areas	1	LS		
	Erosion & Sediment Control Items				
36	Install & Maintain Temporary Stone Construction Entrance	1	LS		
37	Install 8" Diameter Sediment Wattle Erosion Protection	5,770	LF		
38	Install Tree Protection per the 'C.O.F. Tree Protection Notes'	1	LS		
39	Inspect Pavement (Daily) & Street Sweep to remove sediment, mud, etc.	1	LS		
40	Dust Control	1	LS		
41	Reseed All Disturbed Areas	1	LS		
42	Culvert Sediment & Debris Removal	1	LS		
43	Finalize & File NOI, Maintain SWPPP & File NOT	1	LS		

CITY OF FLAGSTAFF PROJECT
West Route 66 Water Transmission Main
Bid Schedule 01-06-13
PRELIMINARY NOT FOR CONSTRUCTION

	Miscellaneous & Contingency Items				
44	Mobilization & Demobilization	1	LS		
45	Locate Existing 8" H.P. Gas Main/Fiber Optic	5	EA		
46	Traffic Control Plan & Implementation pursuant to Exhibit A §401	1	LS		
47	As-built/Record Drawings pursuant to Special Provision §105.8.1	1	LS		
48	Contingency Item: Trench Rock Excavation per Exhibit A §601.2.1	1	LS		
49	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS		
50	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS		
				TOTAL COST FOR CONSTRUCTION	

EXHIBIT E
WLB GROUP WATER IMPROVEMENTS



LEGEND

- PROPOSED EASEMENT
- EXISTING WATER SERVICE
- EXISTING WATERLINE
- EXISTING RIGHT OF WAY
- EXISTING BUILDING
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING ARV MANHOLE

GENERAL CONDITIONS

UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THESE PLANS, WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. LOCATIONS OF UNDERGROUND UTILITIES ARE TO BE REGARDED AS APPROXIMATE ONLY.

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

1-800-782-5348

NO.	DATE	ITEM

REVISIONS

The WLB Group INC.

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV
500 N. Beaver Street, Flagstaff, AZ 86001
Ph:(928) 779-1500

CITY OF FLAGSTAFF
W.L. GORE
DRAFT EASEMENT LOCATIONS
PLAN SHEET

Preliminary Not For Construction

DESIGNED BY: N/A
DRAWN BY: EW
CHECK BY: JL
DATE: NOVEMBER, 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET	OF
1	1

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CITY OF FLAGSTAFF
W.L. GORE FIRE LINE RECORD DRAWINGS

GENERAL CONDITIONS

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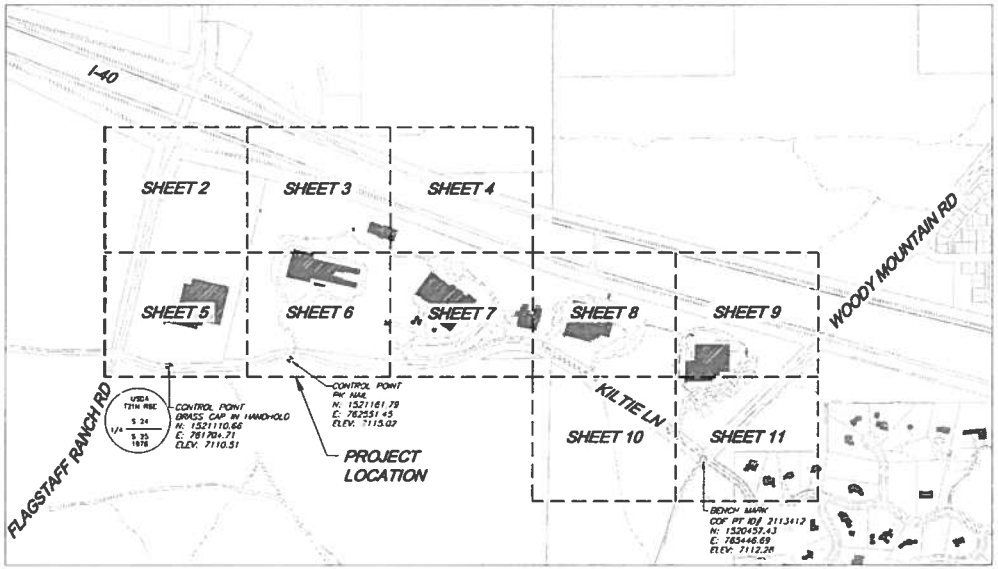
VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

LEGEND

- EXISTING BUILDING
- EXISTING WATER SERVICE
- 6" PVC — EXISTING WATERLINE
- EXISTING RIGHT OF WAY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- W — EXISTING WATER METER
- EXISTING ARV MANHOLE

ASBUILT DATA COMPILIED FROM THE FOLLOWING RECORD DRAWING AND DESIGN PLANS

DATE	ENGINEER	PROJECT	APPLIES TO SHEET #
7/20/90	TURNER ENGINEERING INC.	WL GORE WOODY MTN. FACILITY PUBLIC WATER PLAN - PHASE 2	6,7
9/17/08	TURNER ENGINEERING INC.	WL GORE NEW ED STERILIZATION FACILITY & WOODY MOUNTAIN PARKING ADDITION	3,6
9/28/08	TURNER ENGINEERING INC.	WL GORE WOODY MOUNTAIN - 2007 EXPANSION	7
6/13/08	TURNER ENGINEERING INC.	WL GORE & ASSOCIATES, INC. FLEX BUILDING 3 PUBLIC WATER & ROAD IMPROVEMENTS	2,5,6,7
8/9/89	HNTR ARCHITECHS ENGINEERS PLANNERS	WOODY MOUNTAIN FACILITY - SCIENCE CENTER	3,6
7/2/90	AZ - TECH DESIGN INC.	WL GORE WOODY MNT. FACILITY FIRE PUMP STATION	7
5/6/91	WFM WERHAN, FOLKERS & MOHAN, INC.	W.L. GORE & ASSOCIATES, INC.	7,8
3/21/90	TURNER ENGINEERING INC.	W.L. GORE WOODY MTN. FACILITY PUBLIC WATER PLAN - PHASE 1	7,8,10,11
8/13/03	TURNER ENGINEERING INC.	W.L. GORE WOODY MOUNTAIN CAMPUS	9,11



LOCATION MAP
SCALE: 1"=400'

SHEET INDEX

COVER SHEET	1
OVERALL LAYOUT	1A
PLAN SHEET	2
PLAN SHEET	3
PLAN SHEET	4
PLAN SHEET	5
PLAN SHEET	6
PLAN SHEET	7
PLAN SHEET	8
PLAN SHEET	9
PLAN SHEET	10
PLAN SHEET	11

1-800-782-5348

NO: | DATE: | ITEM:
REVISIONS

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PH (928) 779-1500

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
COVER SHEET

DESIGNED BY: FW
DRAWN BY: FW
CHECK BY: JL
DATE: NOVEMBER, 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET 1 OF 11

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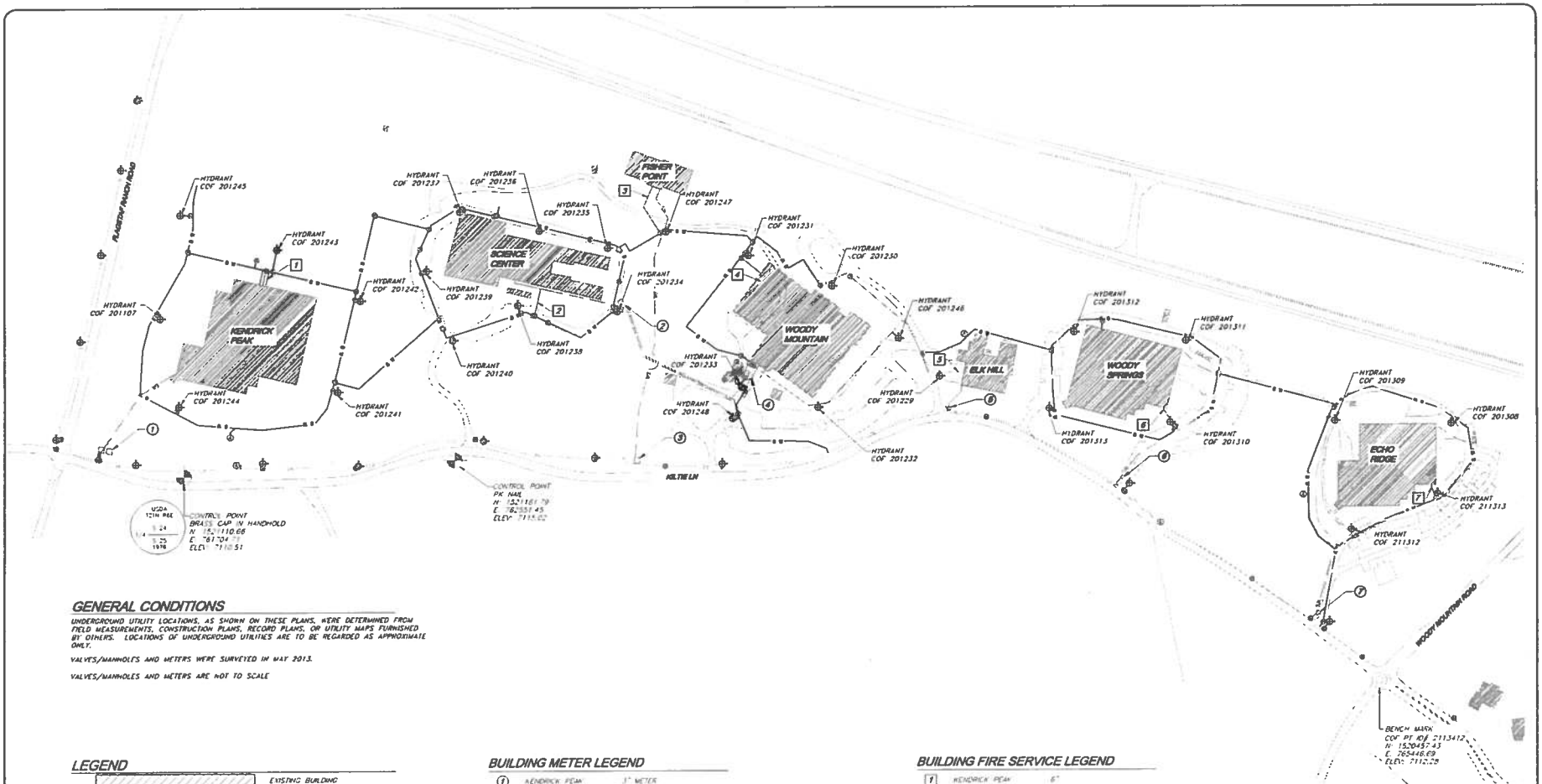

GENERAL CONDITIONS

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VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

VALVES/MANHOLES AND METERS ARE NOT TO SCALE

LEGEND

- EXISTING BUILDING
- EXISTING 12" WATER LINE
- EXISTING 8" WATER LINE
- EXISTING 6" WATER LINE
- EXISTING DOMESTIC WATER SERVICE
- EXISTING FIRE WATER SERVICE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING ARV MANHOLE

BUILDING METER LEGEND

1	KENDRICK PEAK	3" METER
2	SCIENCE CENTER	4" METER
3	FISHER POINT	4" METER
4	WOODY MOUNTAIN	2" METER
5	ELK HILL	2" METER
6	WOODY SPRINGS	2" METER
7	ECHO RIDGE	2" METER

BUILDING FIRE SERVICE LEGEND

1	KENDRICK PEAK	6"
2	SCIENCE CENTER	8"
3	FISHER POINT	6"
4	WOODY MOUNTAIN	6"
5	ELK HILL	6"
6	WOODY SPRINGS	6"
7	ECHO RIDGE	6"

NORTH

GRAPHIC SCALE

150 0 75 150 300

HORIZONTAL SCALE 1"=150'

1-800-782-5348

The WLB Group

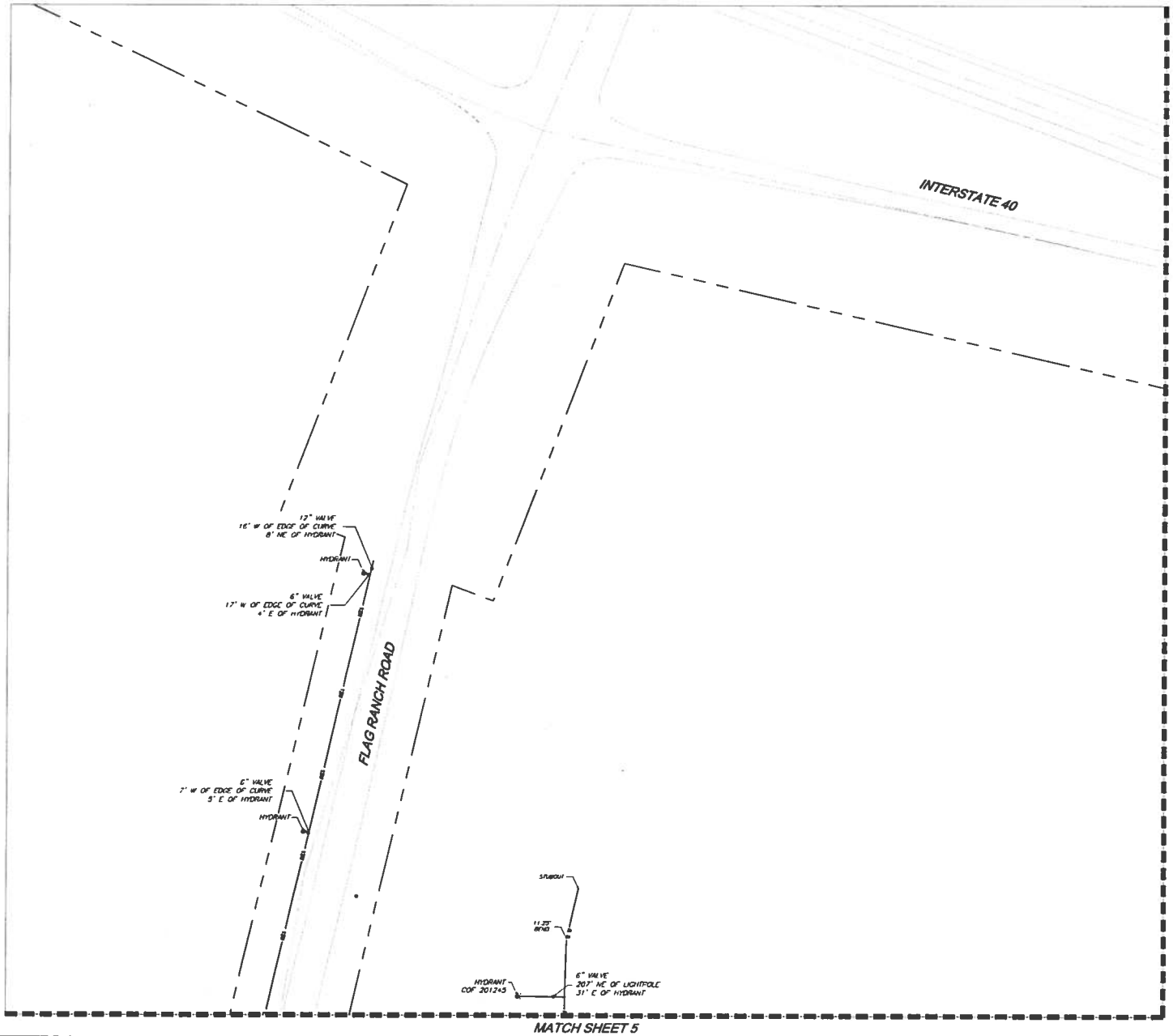
WLB

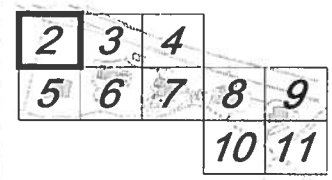
CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
OVERALL LAYOUT

DESIGNED BY EW
DRAWN BY EW
CHECK BY JK
DATE NOVEMBER 2013
BY
DATE

PROJECT NO 313017A001

SHEET 1A OF 11





LEGEND

- EXISTING BUILDING
- EXISTING WATER SERVICE
- 6" PVC — EXISTING WATERLINE
- EXISTING RIGHT OF WAY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- W — EXISTING WATER METER
- EXISTING ARV MANHOLE

GENERAL CONDITIONS

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

NORTH

GRAPHIC SCALE

40 0 20 40 80

HORIZONTAL SCALE 1" = 40'

1-800-782-5348

NO.	DATE	ITEM:

REVISIONS

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CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: FW
DRAWN BY: FW
CHECK BY: JL
DATE: NOVEMBER, 2013
BY:
DATE:

PROJECT NO.
313017A001

SHEET 2 OF 11

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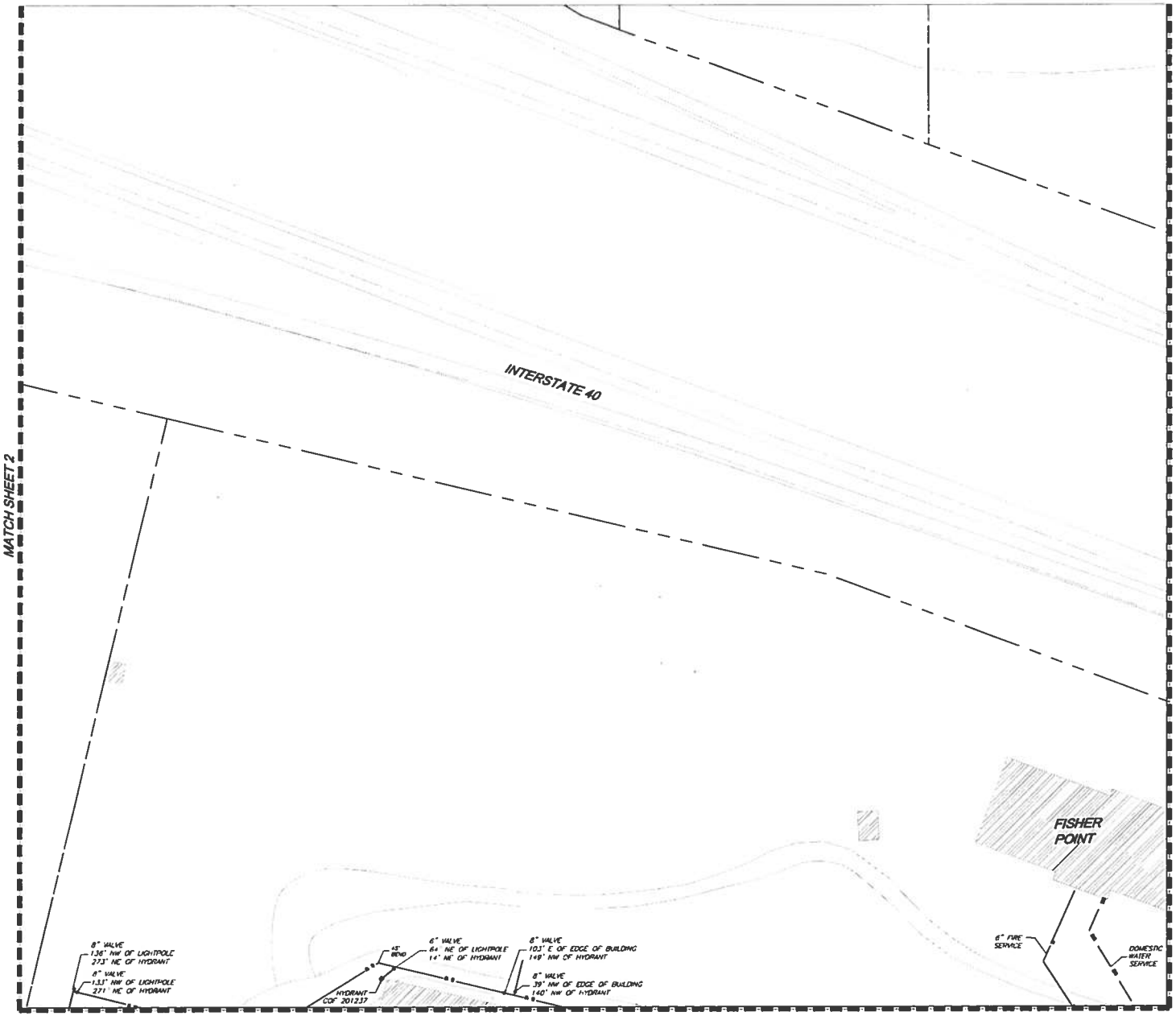

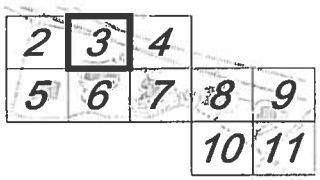

LEGEND

- EXISTING BUILDING
- EXISTING WATER SERVICE
- 6" PVC — EXISTING WATERLINE
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- EXISTING WATER VALVE
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GENERAL CONDITIONS

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

NORTH

GRAPHIC SCALE

40 0 20 40 80

HORIZONTAL SCALE 1" = 40'

1-800-782-5348

NO.	DATE	ITEM

REVISIONS

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WLB

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500 N. Beaver Street, Flagstaff, AZ 86001
Ph:(928) 779-1500

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: EW
DRAWN BY: EW
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BY:
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313017A001

SHEET 3 OF 11

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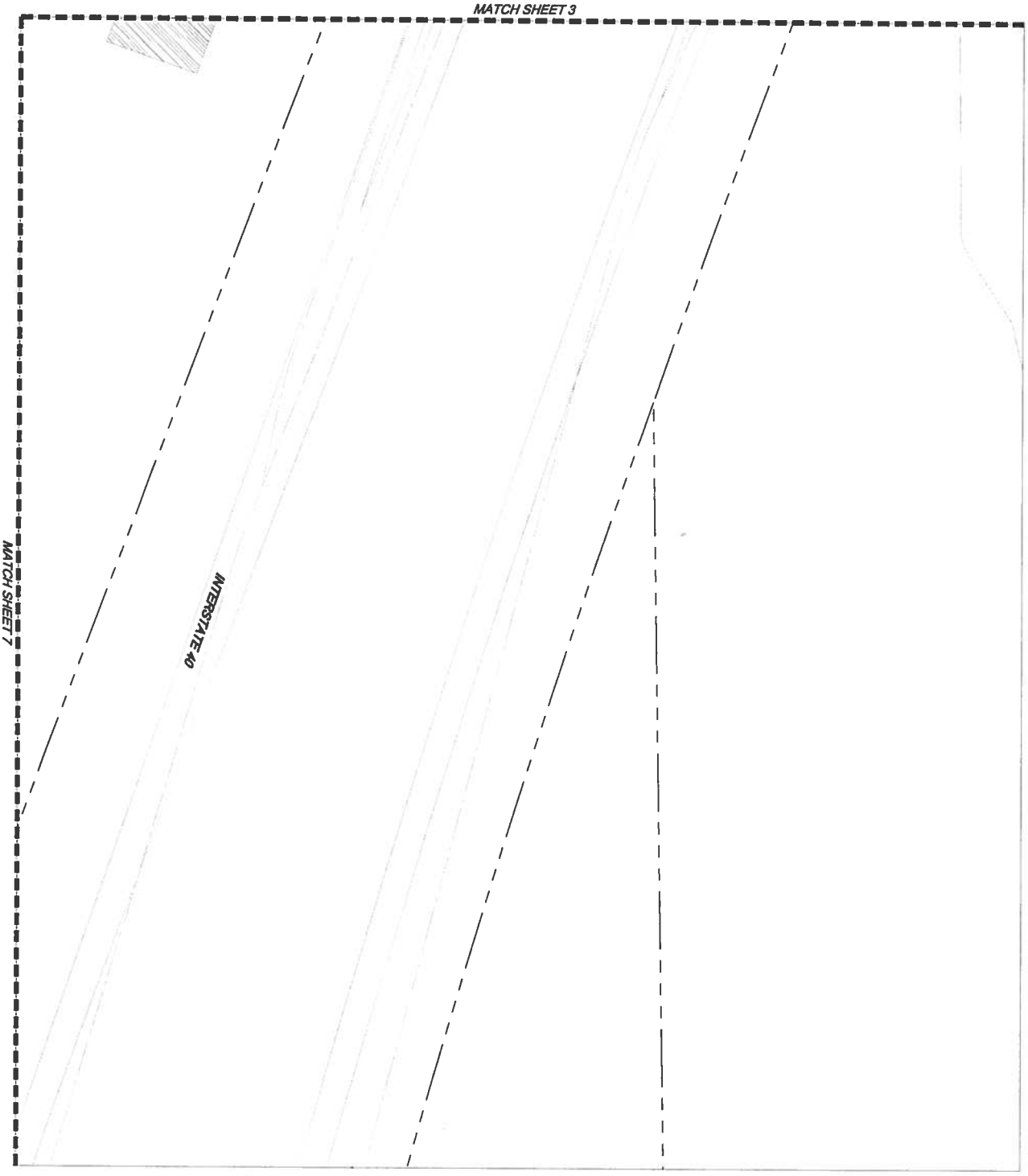


GRAPHIC SCALE

40 0 20 40 80

HORIZONTAL SCALE 1" = 40'

NORTH

LEGEND

- EXISTING BUILDING
- EXISTING WATER SERVICE
- 6" PVC
- EXISTING WATERLINE
- EXISTING RIGHT OF WAY
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING ARV MANHOLE

GENERAL CONDITIONS

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

2	3	4
5	6	7
8	9	10
11		

1-800-782-5348

PROJECT NO. 313017A001

SHEET 4 OF 11

DESIGNED BY: EW
DRAWN BY: EW
CHECK BY: JL
DATE: NOVEMBER 2013
BY:
DATE:

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

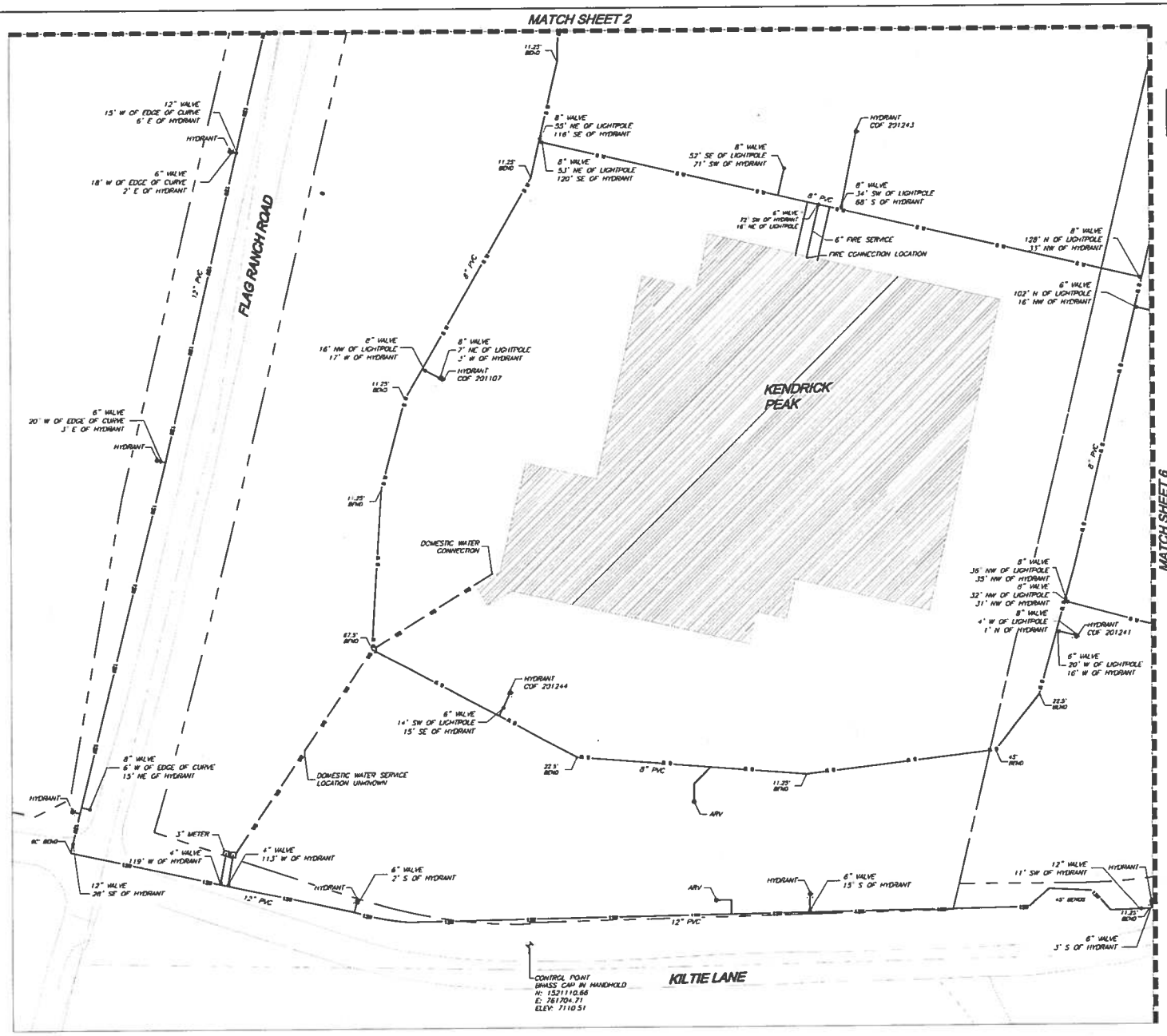
The WLB Group INC.

WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV
500 N. Beaver Street, Flagstaff, AZ 86001
P-L(928) 779-1500

NO:	DATE:	ITEM:

REVISIONS



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LEGEND

- EXISTING BUILDING
- EXISTING WATER SERVICE
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- EXISTING WATER VALVE
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GENERAL CONDITIONS

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

1-800-782-5348

NO	DATE	REVISIONS

The WLB Group PC

Engineering • Surveying • Environmental Services
Offices located at: Lake Havasu City, Phoenix, Chino Valley, Prescott, Yuma
508 N. Beaver Street, Flagstaff, AZ 86001
PH (928) 779-1500

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: DK
DRAWN BY: DK
CHECK BY: JL
DATE: NOVEMBER, 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET 5 OF 11

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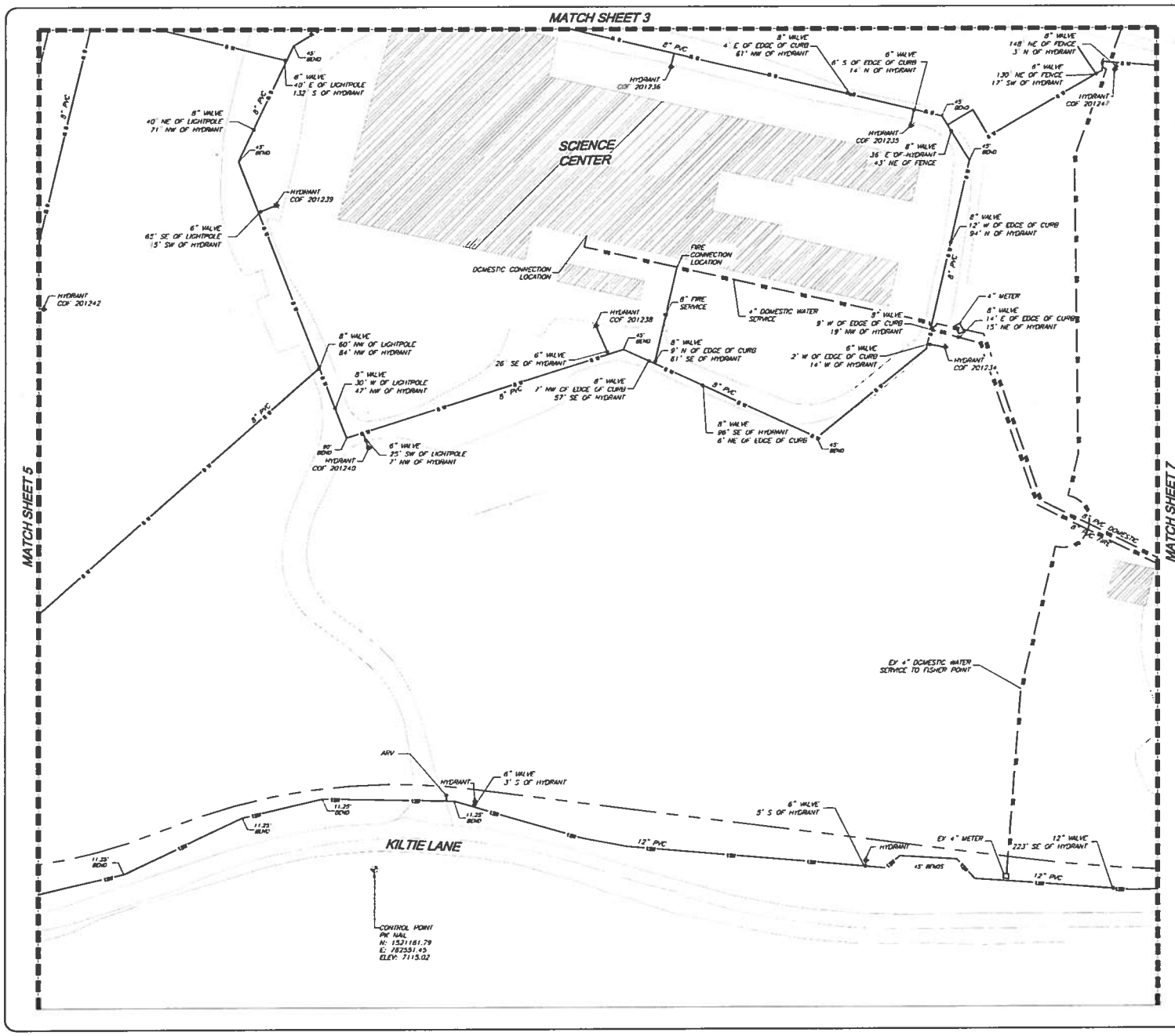

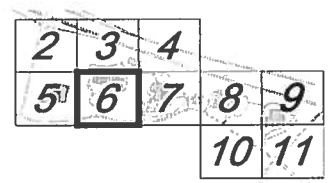

LEGEND

- EXISTING BUILDING
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GRAPHIC SCALE

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HORIZONTAL SCALE 1" = 40'

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FIRE LINE RECORD DRAWINGS
PLAN SHEET

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DATE:

PROJECT NO.
313017A001

SHEET 6 OF 11

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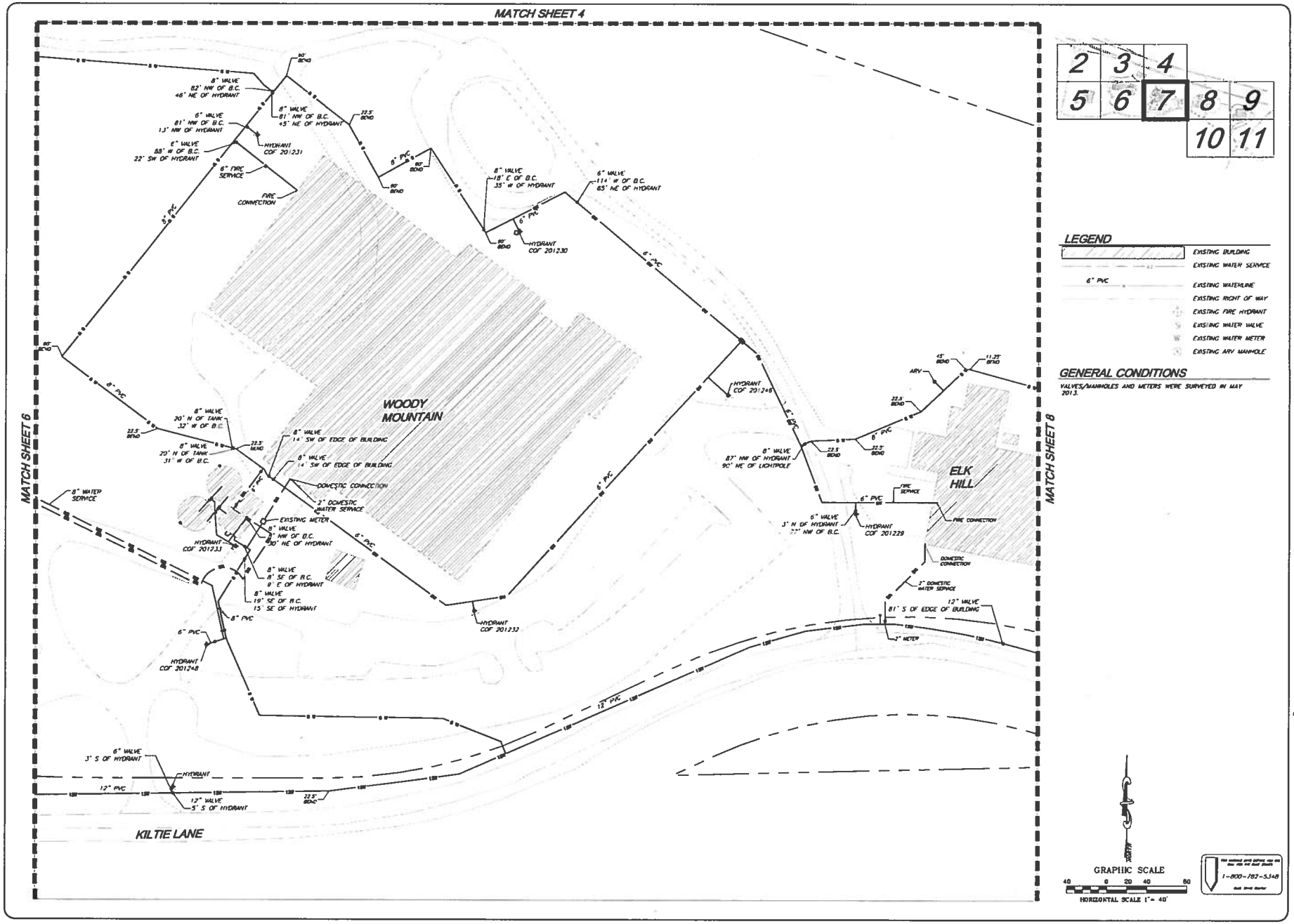

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LEGEND

- EXISTING BUILDING
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- W — EXISTING WATER METER
- EXISTING ARV MANHOLE

GENERAL CONDITIONS

VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

NO.	DATE	ITEM

REVISIONS

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W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: EW
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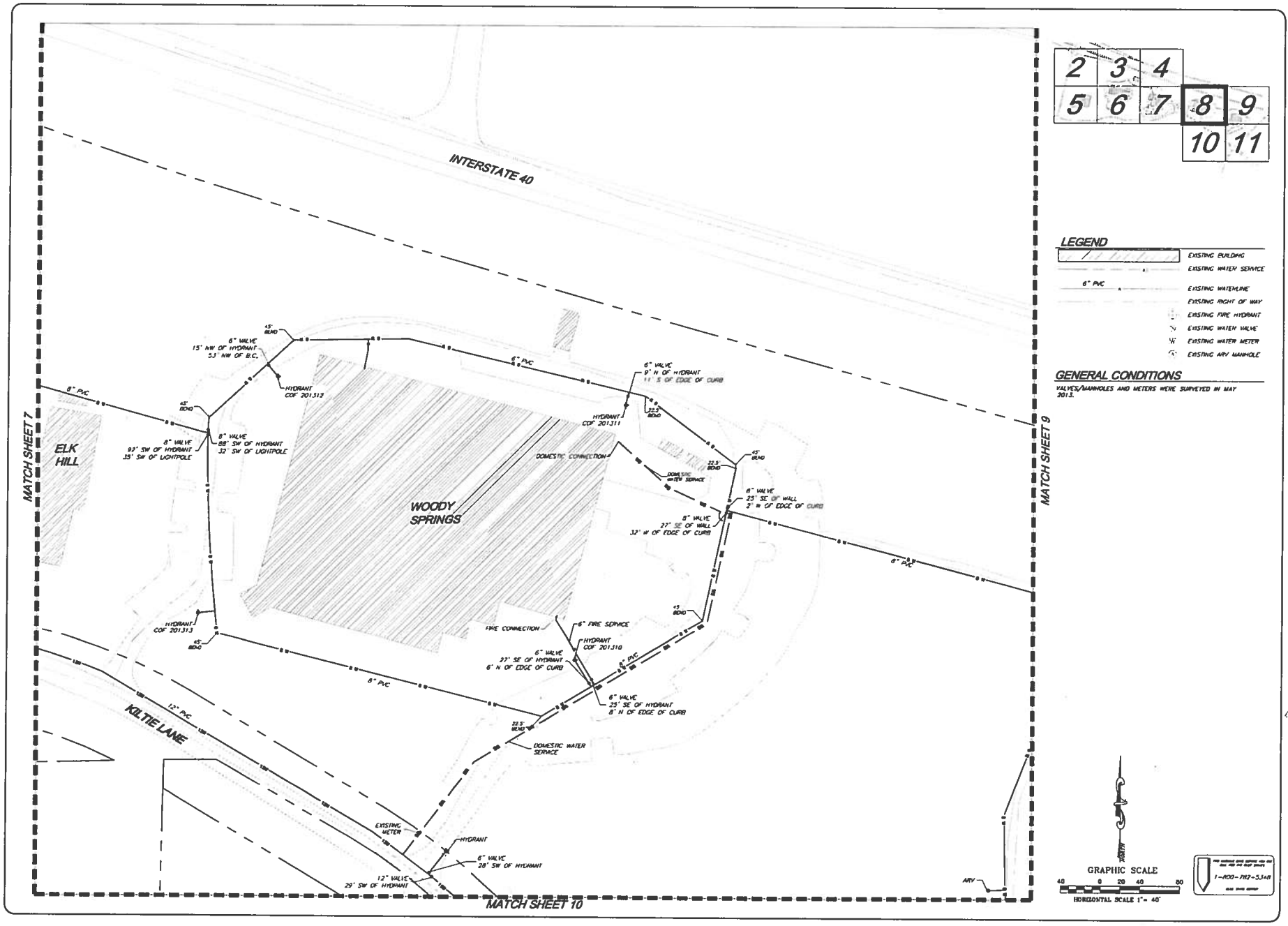
CHECK BY: JL
DATE: NOVEMBER, 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET 7 OF 11



2	3	4		
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			10	11

LEGEND

- EXISTING BUILDING
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- 6" PVC — EXISTING WATERLINE
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VALVES/MANHOLES AND METERS WERE SURVEYED IN MAY 2013.

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CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: EW
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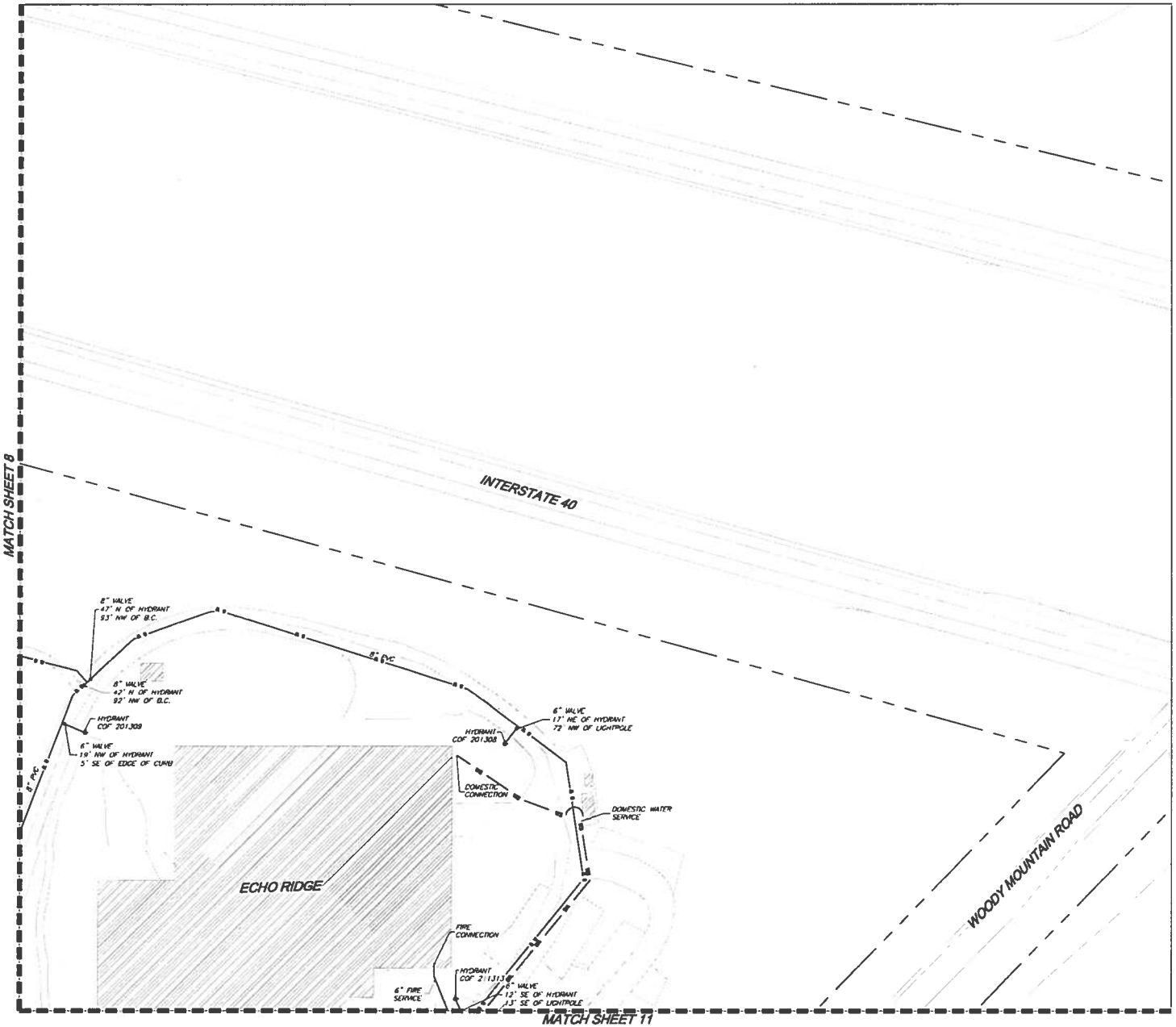
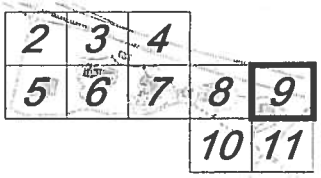
DATE: NOVEMBER 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET 8 OF 11





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NORTH

GRAPHIC SCALE

40 0 20 40 80

HORIZONTAL SCALE 1" = 40'

1-800-782-5348

NO.	DATE	REVISIONS	INIT.

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Ph (928) 779-1388

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: DK
DRAWN BY: PK
CHECKED BY: JL
DATE: NOVEMBER 2013
BY:
DATE:

PROJECT NO. 313017A001

SHEET 9 OF 11

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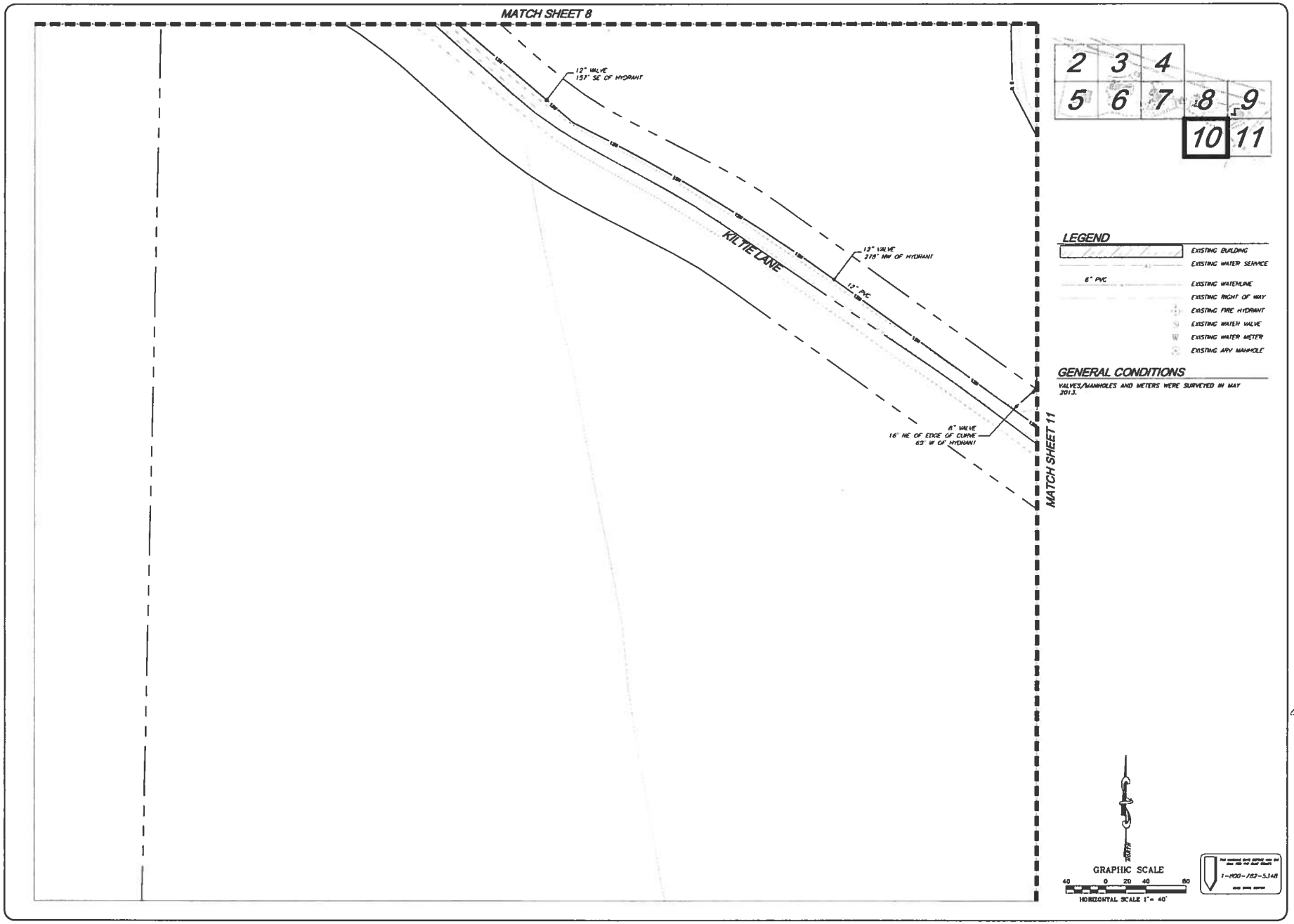
MATCH SHEET 8
12" VALVE
157' SE OF HYDRANT
KILTIE LANE
12" VALVE
278' NW OF HYDRANT
12" PVC
8" VALVE
16' NE OF EDGE OF CURVE
63' W OF HYDRANT
MATCH SHEET 11
2 3 4
5 6 7 8 9
10 11
LEGEND
EXISTING BUILDING
EXISTING WATER SERVICE
6" PVC
EXISTING WATERLINE
EXISTING RIGHT OF WAY
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HORIZONTAL SCALE 1" = 40'
1-800-782-5348
NO. DATE ITEM
REVISIONS
The WLB Group INC.
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500 N. Beaver Street, Flagstaff, AZ 86001
Ph.(928) 779-1500
CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET
DESIGNED BY: DW
DRAWN BY: EW
CHECK BY: JK
DATE: NOVEMBER, 2013
BY:
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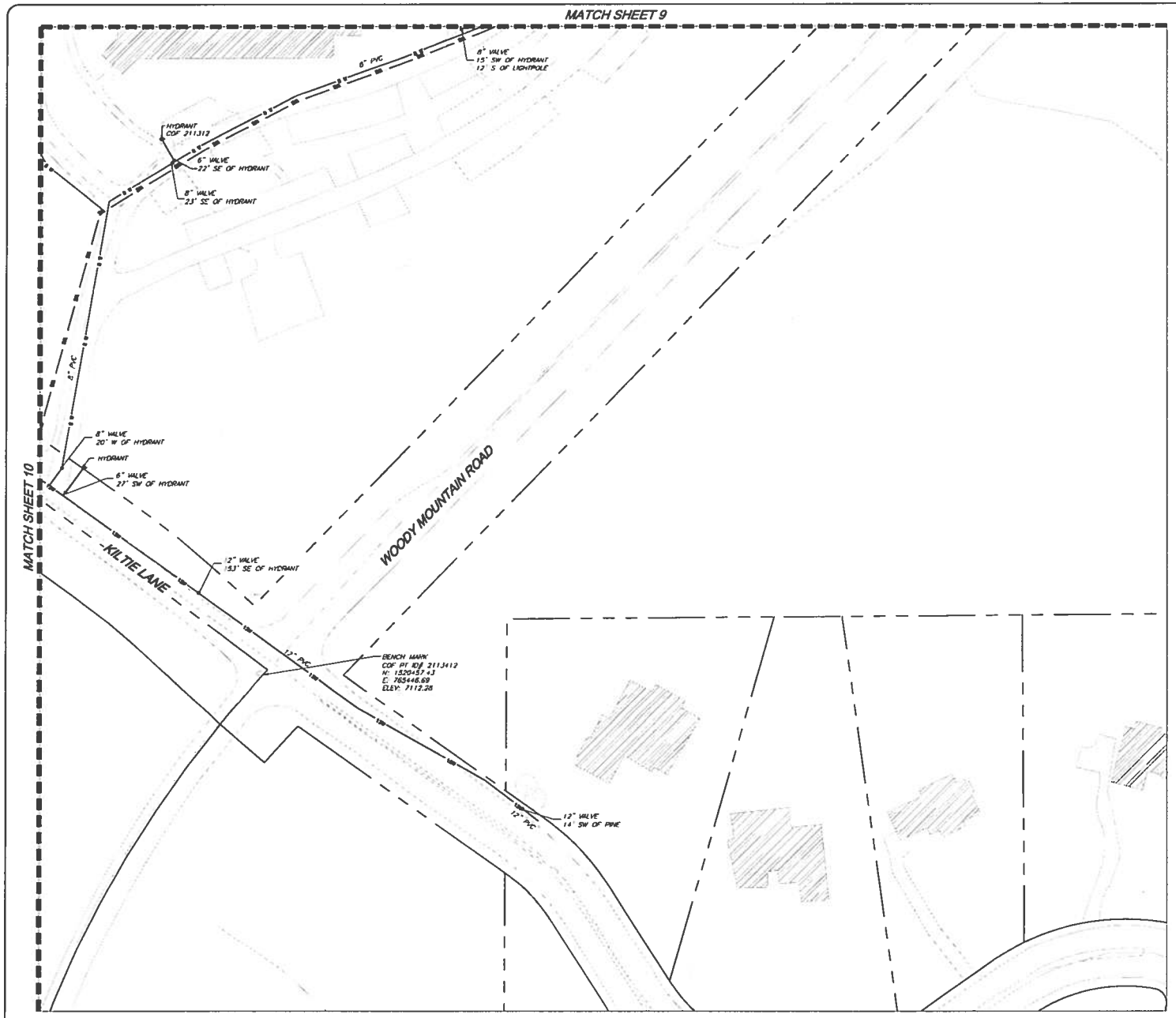
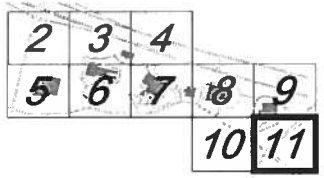
PROJECT NO.
313017A001
SHEET 10 OF 11





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40 0 20 40 80

HORIZONTAL SCALE 1" = 40'

1-800-782-5148

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The WLB Group INC.

WLB

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Landscape Architects • Land Developers
Flagstaff, and Las Vegas, NV
520 N. Beaver St. Flagstaff, AZ 86001
Ph (928) 779-1388

CITY OF FLAGSTAFF
W.L. GORE
FIRE LINE RECORD DRAWINGS
PLAN SHEET

DESIGNED BY: TK
DRAWN BY: TK
CHECK BY: JK
DATE: NOVEMBER 2013
APP.
DATE:

PROJECT NO. 3130174001

SHEET 11 OF 11

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Malcolm Alter, Stormwater Program Manager

Date: 01/15/2014

Meeting Date: 01/21/2014

TITLE

Monsoon Flooding 2013

RECOMMENDED ACTION:

This item is for information only.

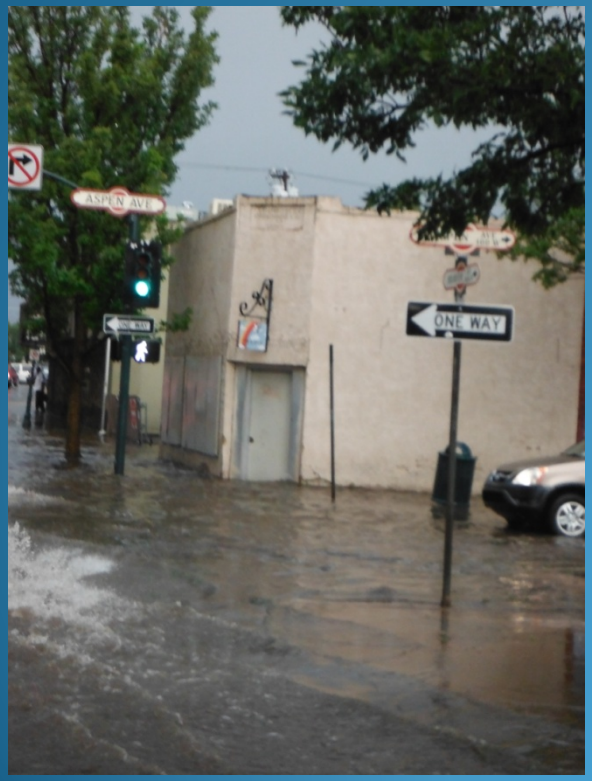
INFORMATION

The monsoon season of 2013 produced record rainfall in some locations, resulting in localized flooding. Approximatley 70 structures were flooded, primarily as result of three intense storms. Staff will provide a presentation detailing the storm events.

Attachments: PowerPoint

Monsoon Flooding 2013: City of Flagstaff

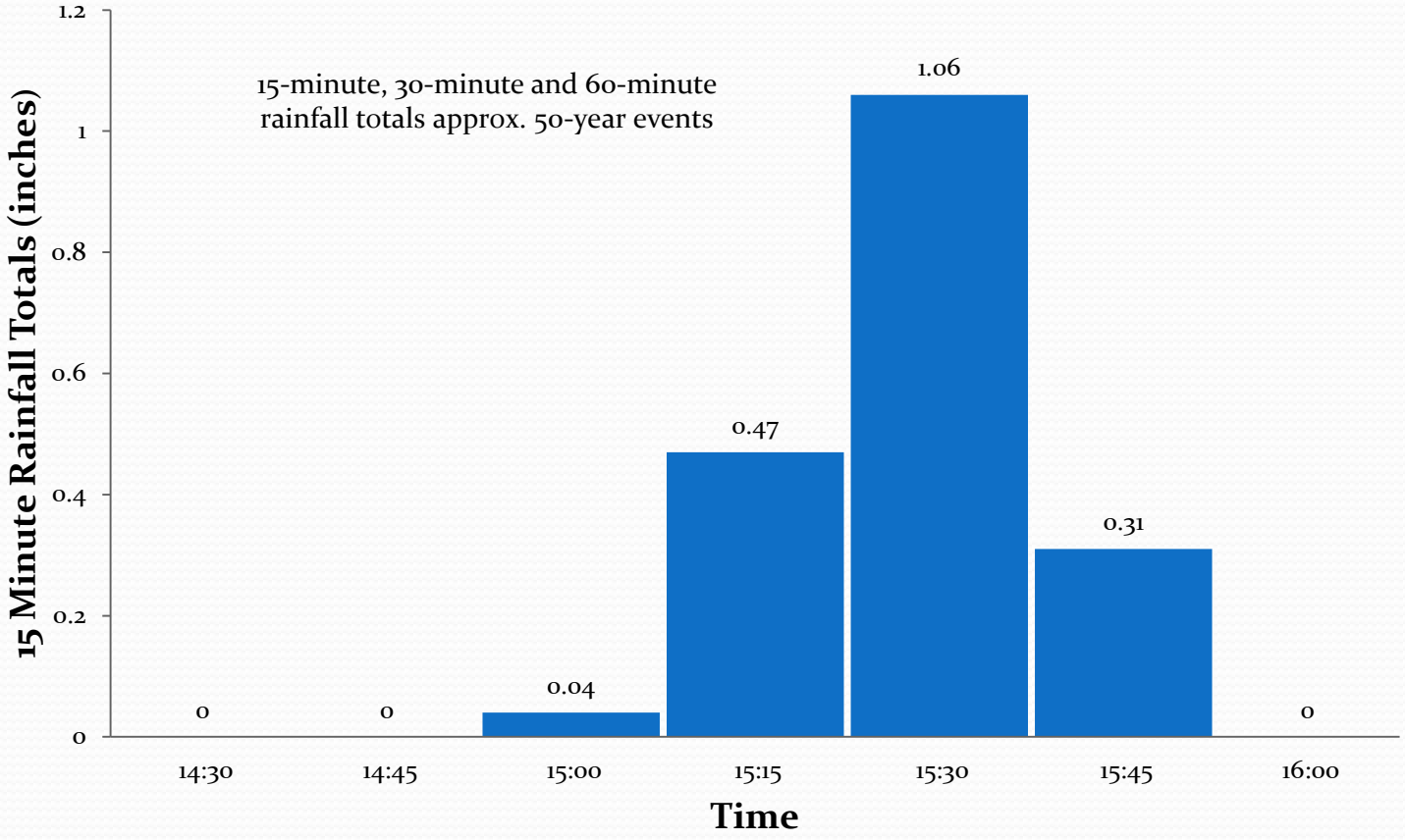
Malcolm Alter, P.E., C.F.M
Thomas Hieb, C.F.M.
Brian Patrick



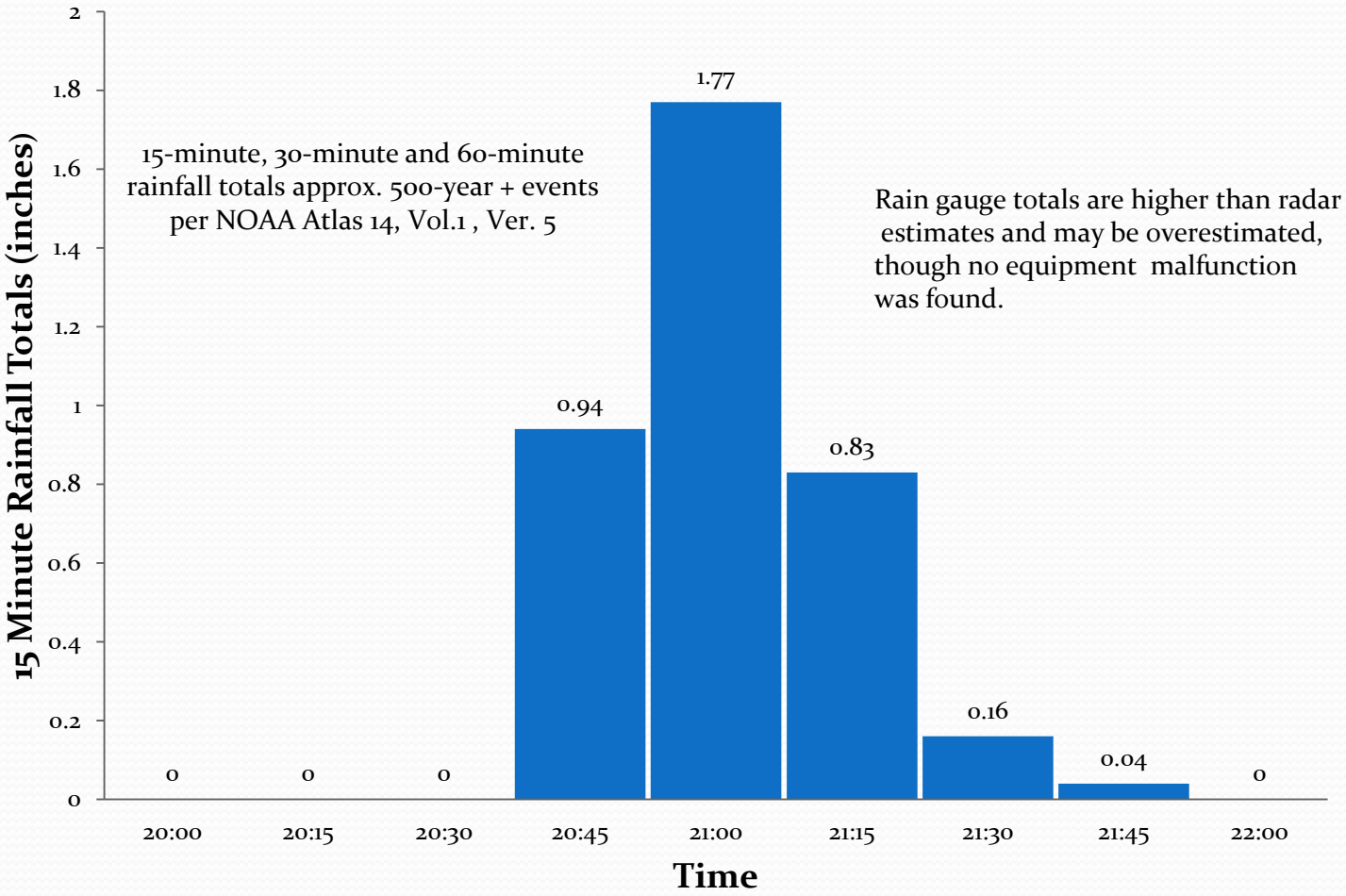
Monsoon Summary

- One of the wettest monsoon on record at most locations.
- Intensity of July storms unprecedented: gages recorded 100 and 500 year rainfall in some locations.
- About 70 flooded structures throughout City, mostly as the result of 3 rainfall events. Likely highest # of flooded structures recorded in Flagstaff.

July 2, 2013 Rainfall at Frances Short Pond



July 20, 2013 Rainfall at Clay Avenue Det. Basin

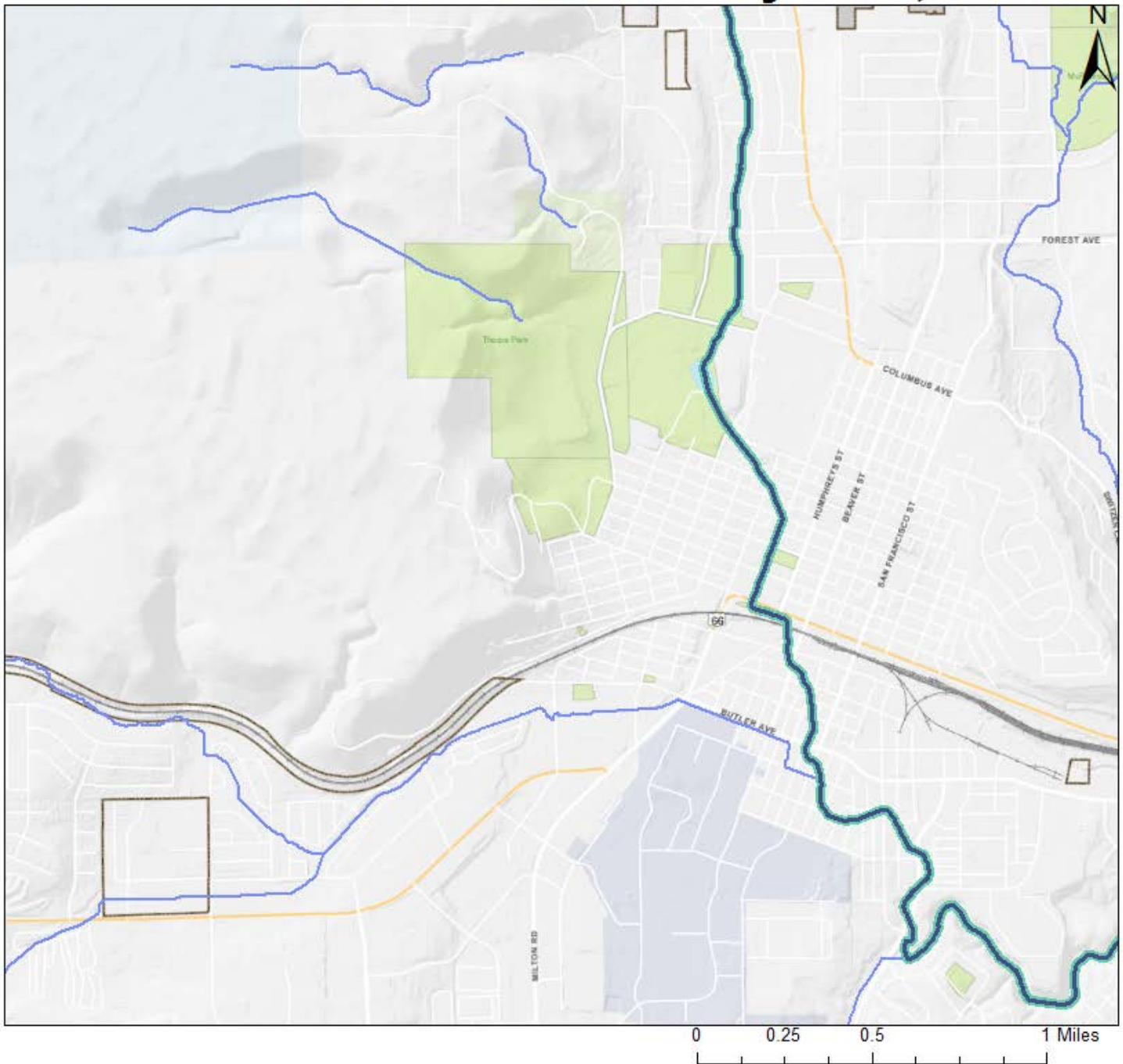


W. DUPONT
STOP
STOP
ROAD CLOSED
STREET
CLOSED
AHEAD

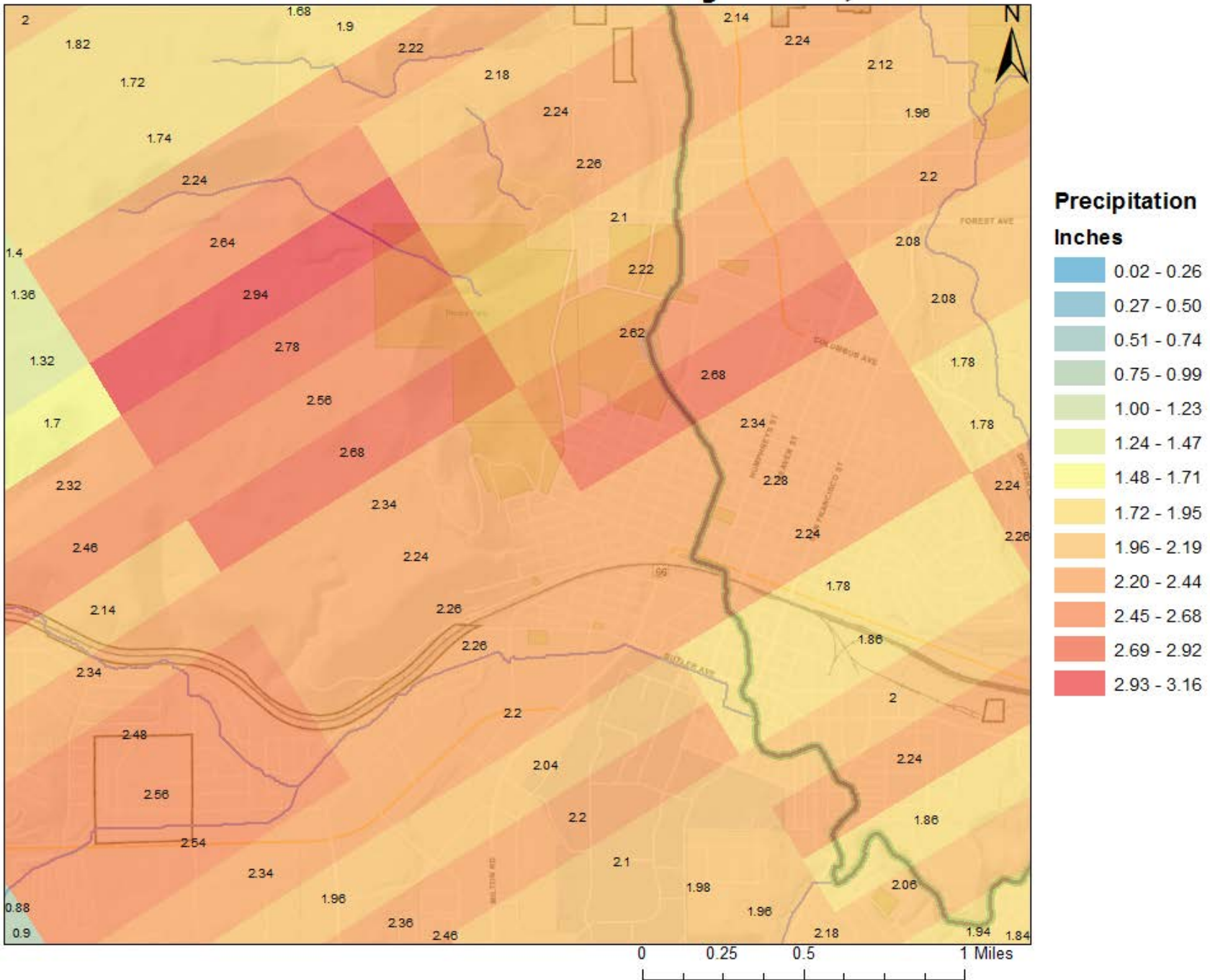
STOP

TO
17
40
89A
Sedona
Phoenix
WEST
40
66
TO
40
Los Angeles
Dairy Queen

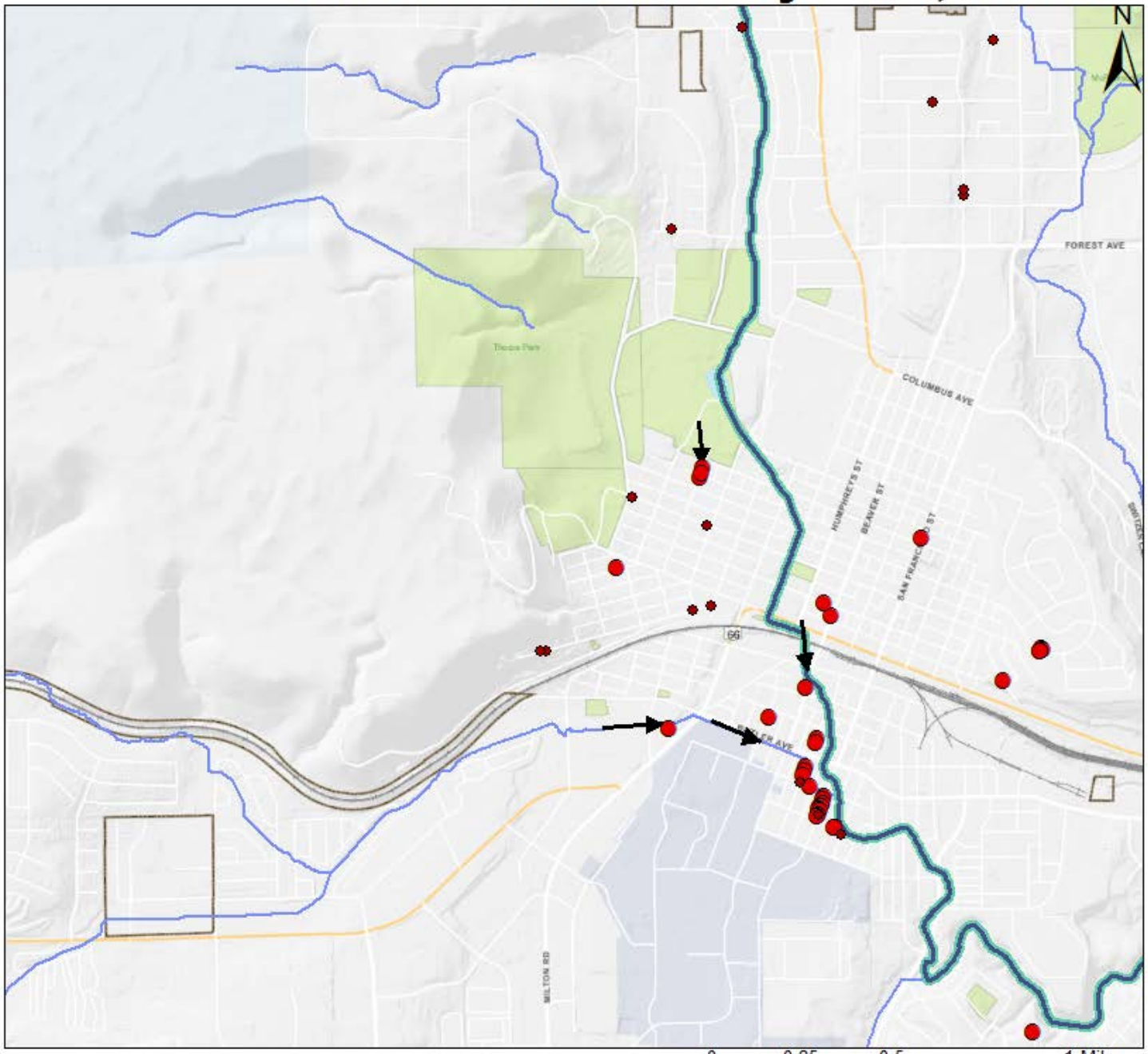
Storm Event: July 2nd, 2013



Storm Event: July 2nd, 2013



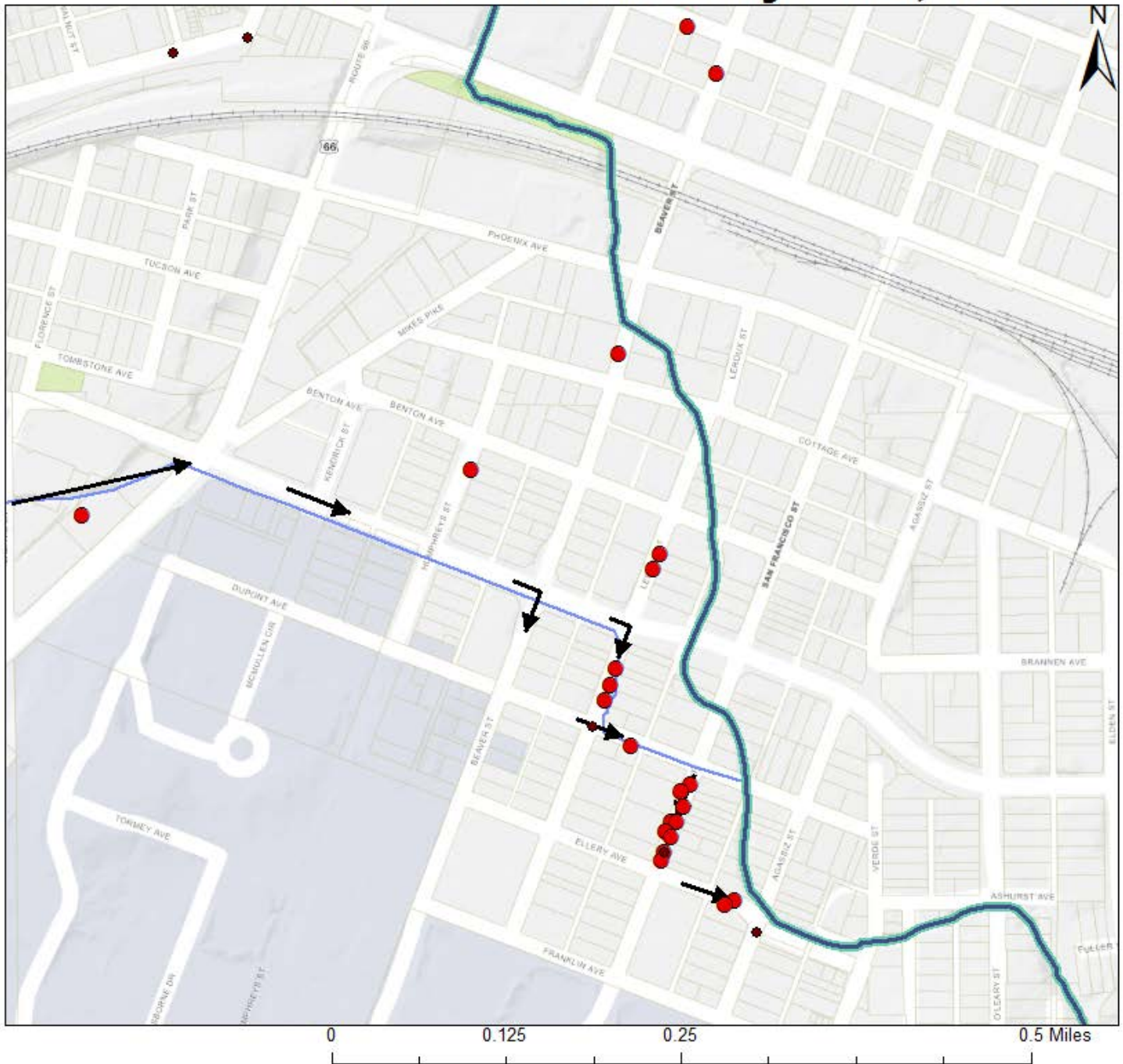
Storm Event: July 2nd, 2013



Flood Complaints

- No Structure Flooded
- Flooded Structure
- Direction of Flow

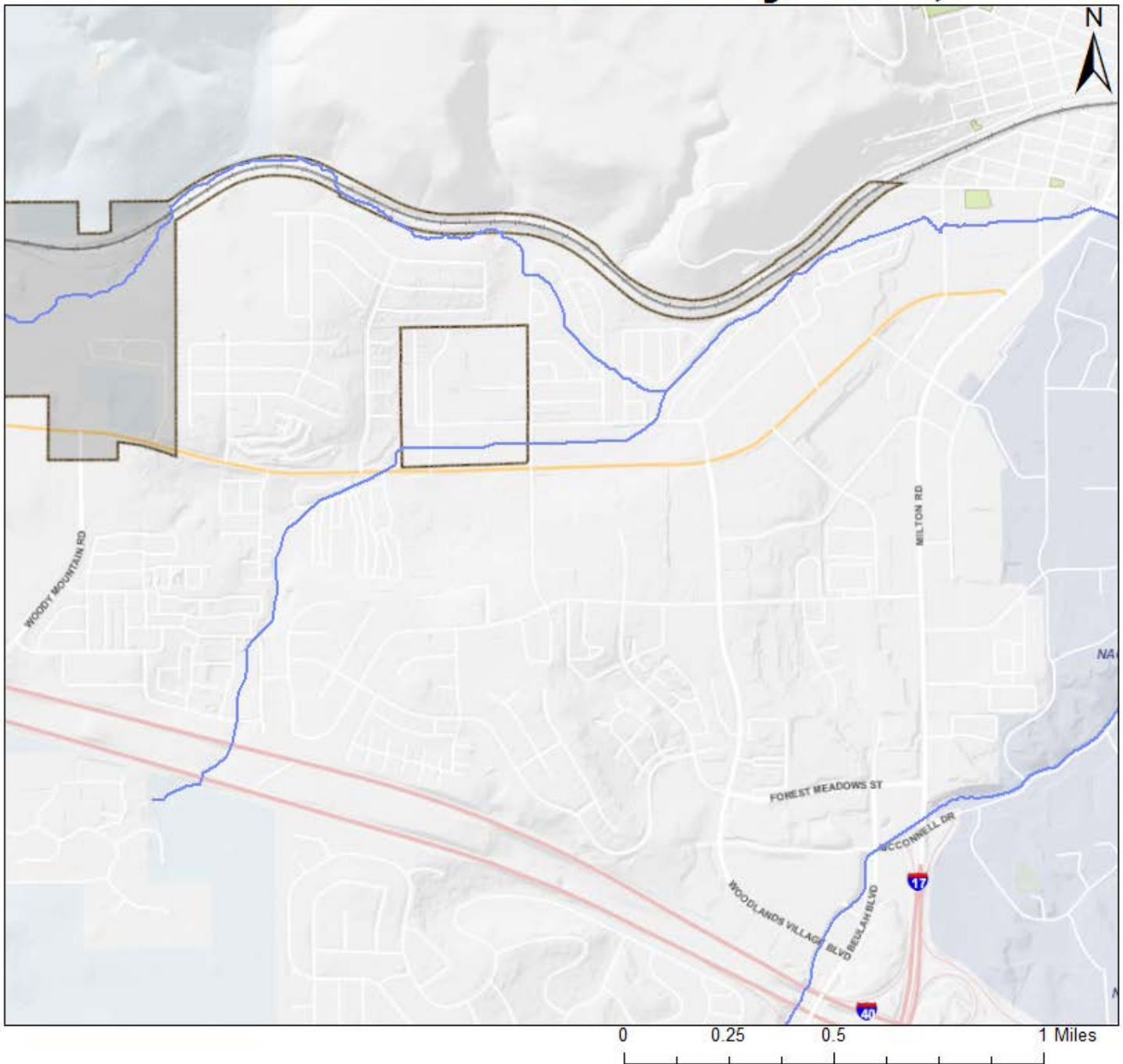
Storm Event: July 2nd, 2013



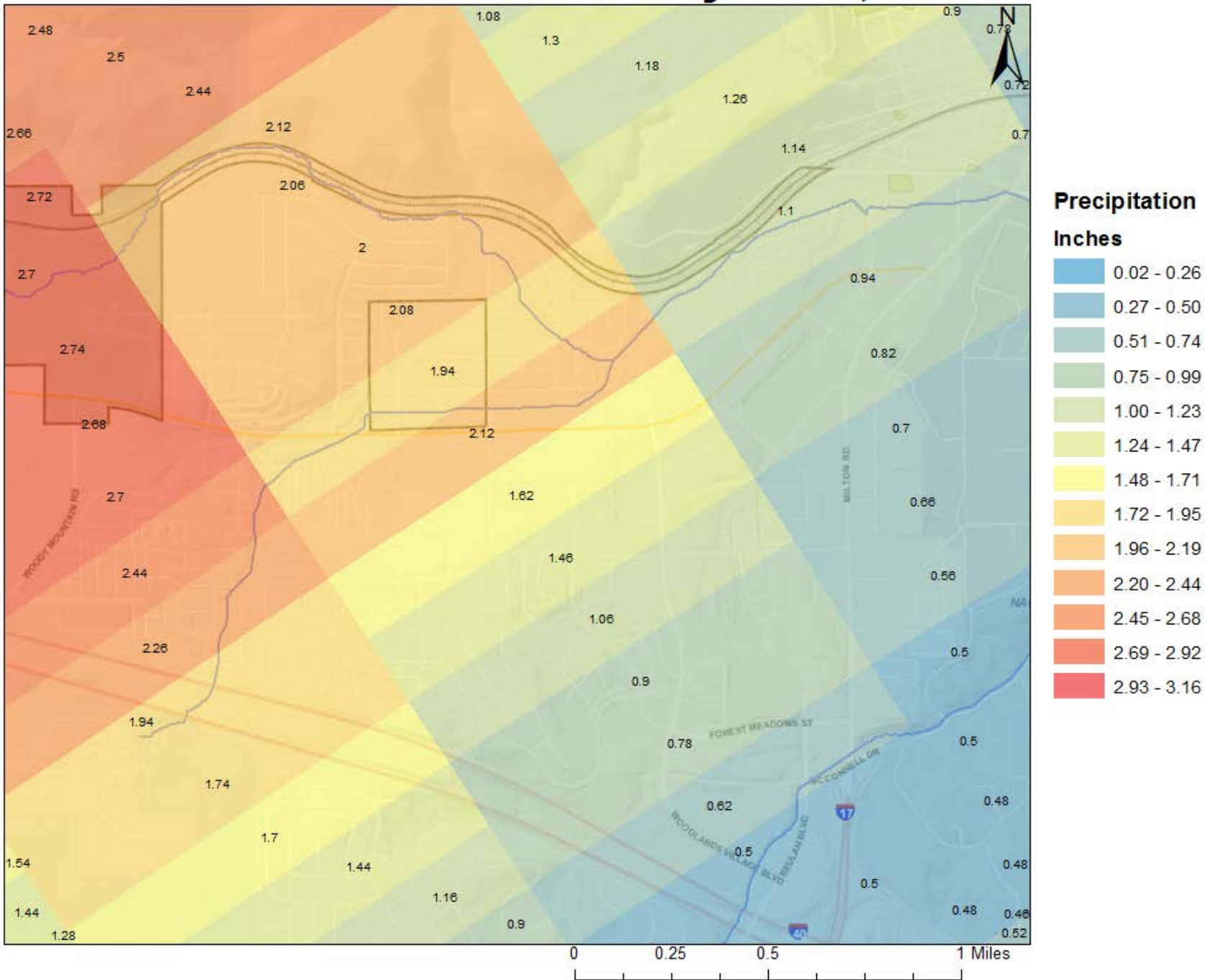
Flood Complaints

- No Structure Flooded
- Flooded Structure
- Direction of Flow

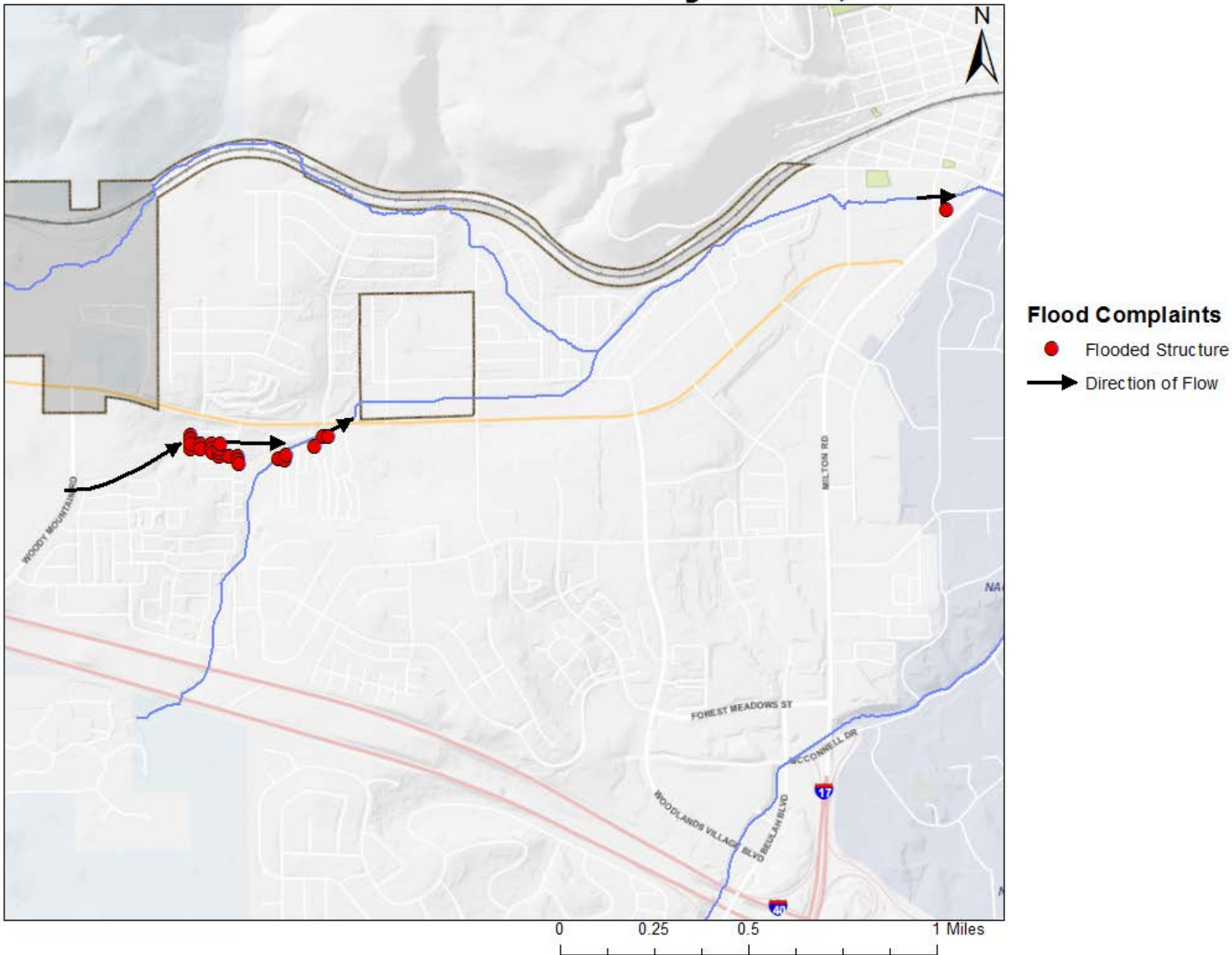
Storm Event: July 20th, 2013



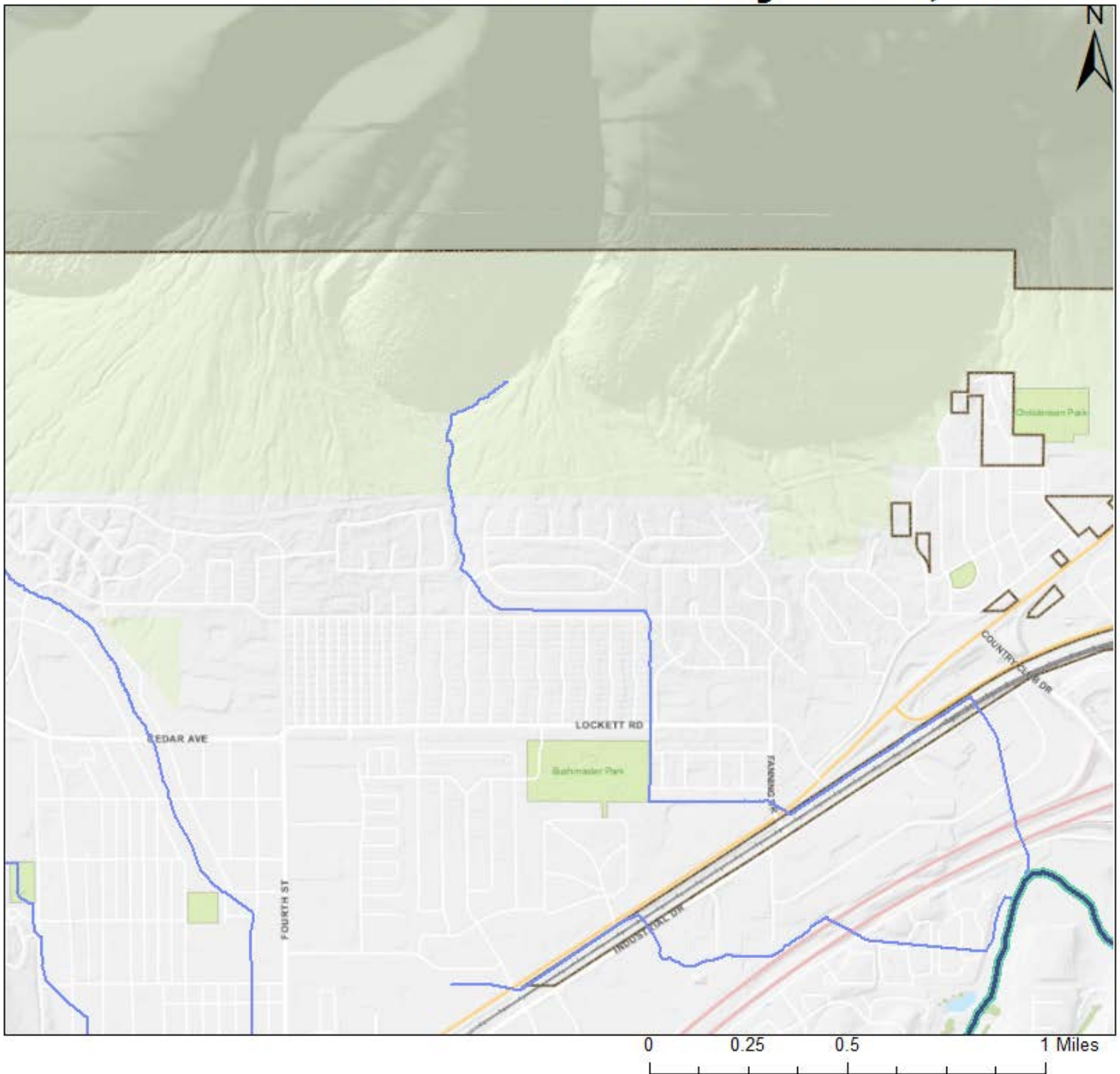
Storm Event: July 20th, 2013



Storm Event: July 20th, 2013



Storm Event: July 25th, 2013



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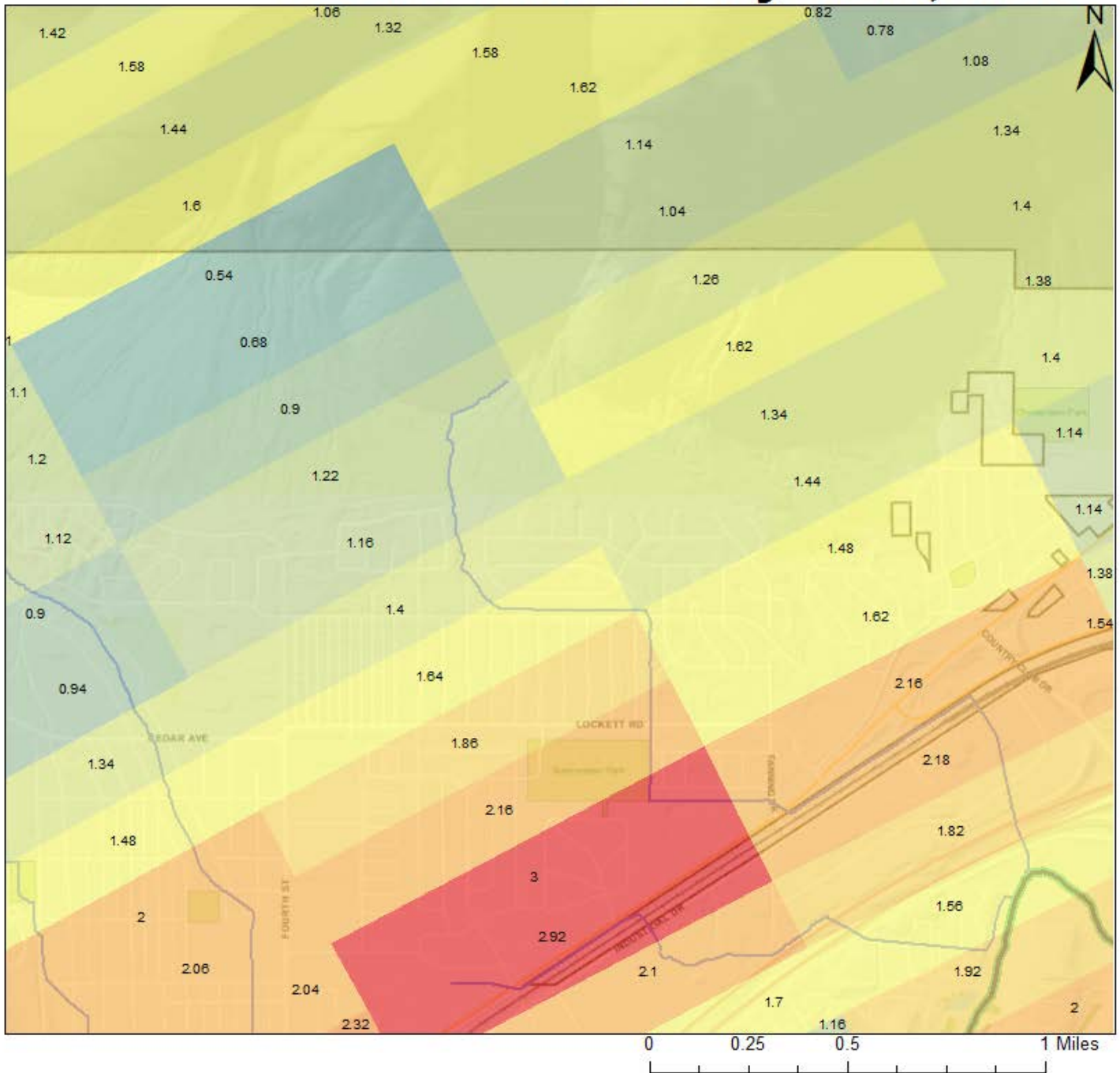
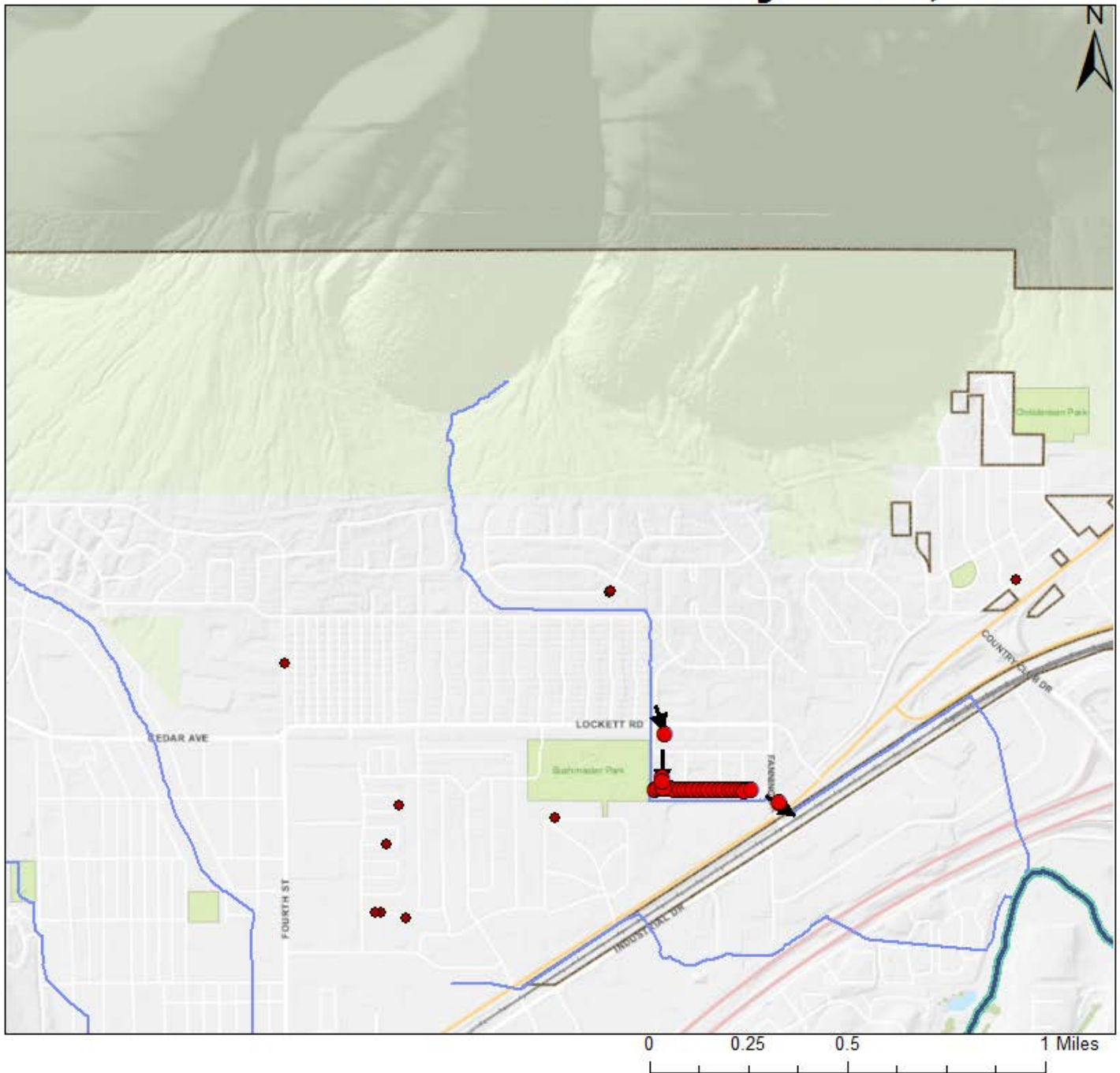


Storm Event: July 25th, 2013

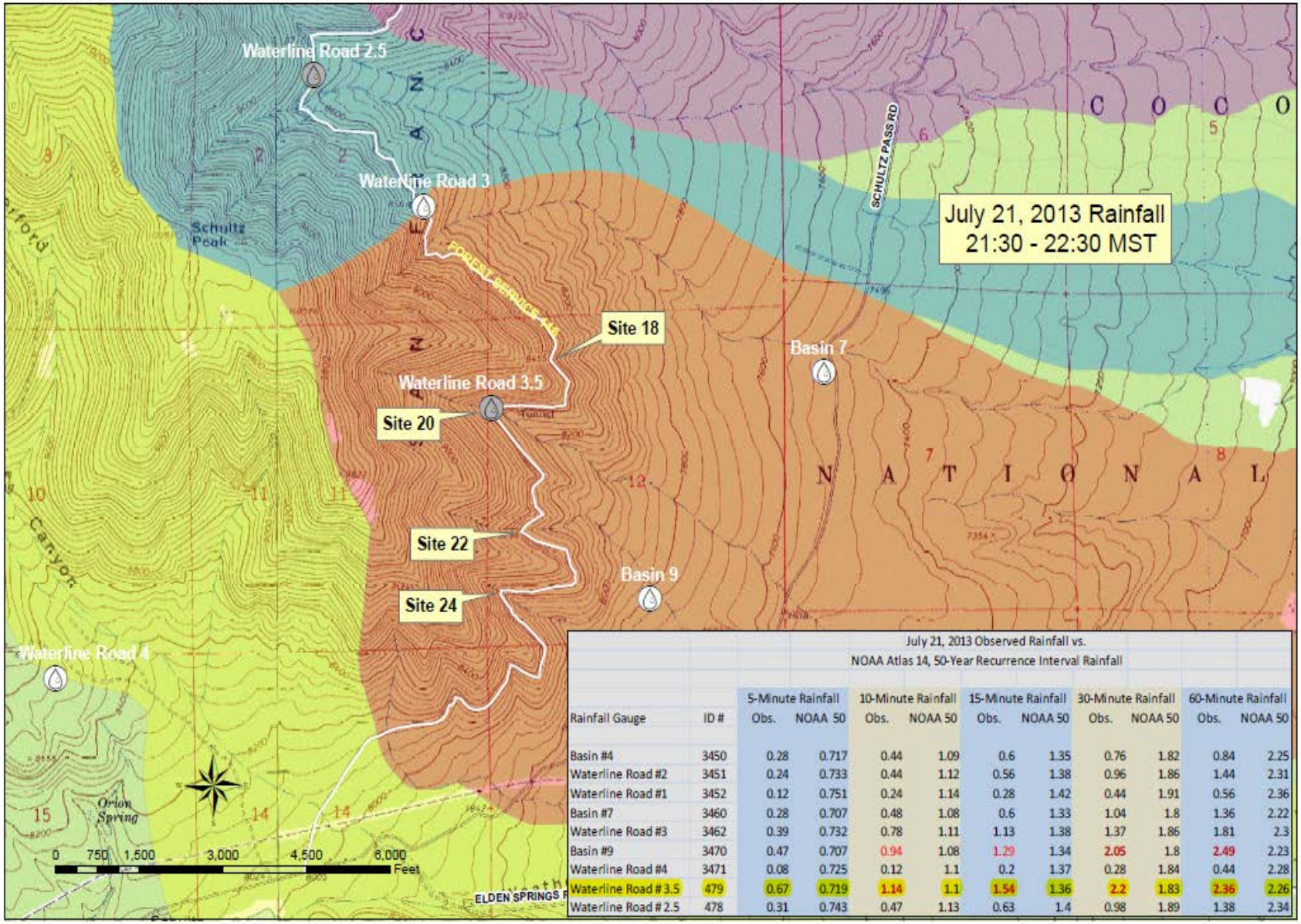


Flood Complaints

- No Structure Flooded
- Flooded Structure
- Direction of Flow

Waterline Road Flooding July 21st

- Event estimated between 50 and 100 year flood.
- Debris flows
- Structure failure

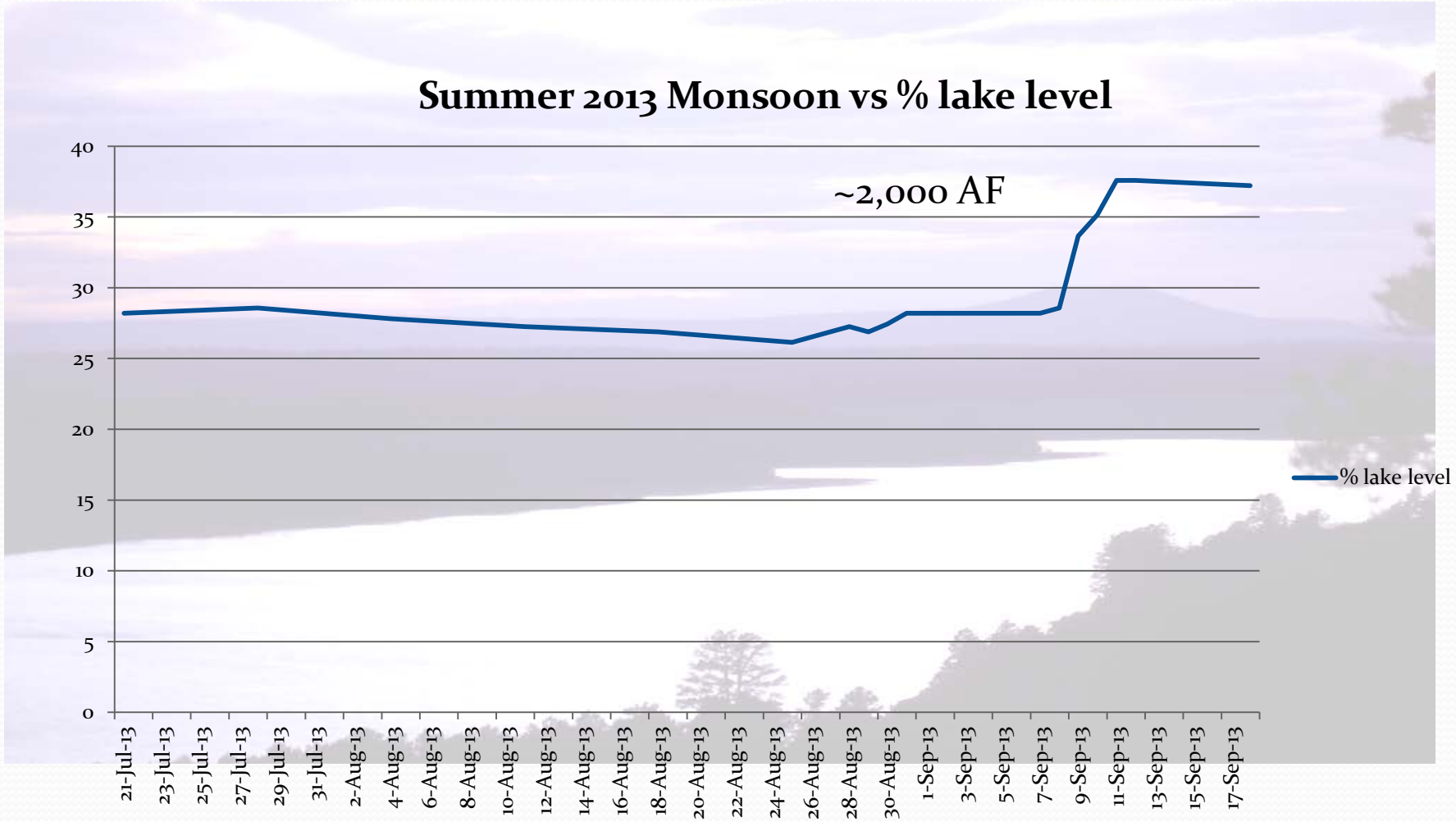


July 21, 2013 Observed Rainfall vs.
NOAA Atlas 14, 50-Year Recurrence Interval Rainfall

		5-Minute Rainfall		10-Minute Rainfall		15-Minute Rainfall		30-Minute Rainfall		60-Minute Rainfall	
Rainfall Gauge	ID #	Obs.	NOAA 50	Obs.	NOAA 50	Obs.	NOAA 50	Obs.	NOAA 50	Obs.	NOAA 50
Basin #4	3450	0.28	0.717	0.44	1.09	0.6	1.35	0.76	1.82	0.84	2.25
Waterline Road #2	3451	0.24	0.733	0.44	1.12	0.56	1.38	0.96	1.86	1.44	2.31
Waterline Road #1	3452	0.12	0.751	0.24	1.14	0.28	1.42	0.44	1.91	0.56	2.36
Basin #7	3460	0.28	0.707	0.48	1.08	0.6	1.33	1.04	1.8	1.36	2.22
Waterline Road #3	3462	0.39	0.732	0.78	1.11	1.13	1.38	1.37	1.86	1.81	2.3
Basin #9	3470	0.47	0.707	0.94	1.08	1.29	1.34	2.05	1.8	2.49	2.23
Waterline Road #4	3471	0.08	0.725	0.12	1.1	0.2	1.37	0.28	1.84	0.44	2.28
Waterline Road # 3.5	479	0.67	0.719	1.14	1.1	1.54	1.36	2.2	1.83	2.36	2.26
Waterline Road # 2.5	478	0.31	0.743	0.47	1.13	0.63	1.4	0.98	1.89	1.38	2.34

Lake Mary

•Unprecedented rise in W.S.E. in early September of 12%.
•Saturated soil condition in watershed.


Summer 2013 Monsoon vs % lake level
~2,000 AF
% lake level
40
35
30
25
20
15
10
5
0
21-Jul-13
23-Jul-13
25-Jul-13
27-Jul-13
29-Jul-13
31-Jul-13
2-Aug-13
4-Aug-13
6-Aug-13
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11-Sep-13
13-Sep-13
15-Sep-13
17-Sep-13

Summary

Lessons learned?

- Unusually wet and intense monsoon
- Older infrastructure under-designed.
- Consider frequency of flooding in development of capital programs: not delineated floodplains (or what *could* happen).
- City drainage capital improvement program underfunded.
- Maintenance is critical, but not always effective.