FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 3, 2015

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 BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

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 Work Session of January 13, 2015; Special Meeting (Executive Session) of January 27, 2015; Work Session of January 27, 2015; Regular Meeting of February 17, 2015; Special Meeting (Executive Session) of February 17, 2015; and the Special Meeting (Executive Session) of February 24, 2015.

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: Heritage Preservation Commission.

RECOMMENDED ACTION:

Make one At Large appointment to a term expiring December 2016.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Pamela Hentschel, “Flagstaff General Store", 5270 N. Hwy. 89, Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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: Lake Mary Well #2 Waterline Replacement.

RECOMMENDED ACTION:

1) Approve the construction contract with McDonald Bros Construction in the amount of $417,448 (includes a $24,000 contract allowance) and a contract time of 122 calendar days;
2) Approve Change Order Authority to the City Manager in the amount of $17,000 (10% of the contract amount, less allowance);
3) Authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

A. Consideration and Approval of Contract: Construction Manager at Risk Construction Contract for Street Maintenance Program 2015 ***(Approve agreement with C and E Paving and Grading, LLC)***.

RECOMMENDED ACTION:

1) Approve the Construction Manager at Risk Construction Contract with C and E Paving and Grading, LLC in an amount not to exceed $3,424,179.29 for Guaranteed Maximum Price (GMP) #1 (Overlay projects and annual airport crack seal), and an amount not to exceed $2,779,486.39 GMP #2 (Chip Seal projects).
2) Authorize Change Order Authority of 5% each for GMP #1 in the amount of $ 171,208.97, and for GMP #2 in the amount of $ 138,974.32 to cover potential costs associated with unanticipated or additional items of work.
3) Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Consideration of authorizing the acceptance of revisions to the IGA with Coconino Community College (CCC) for resource sharing ***(Approve IGA with CCC for sharing resources)*** .

RECOMMENDED ACTION:

Approve the IGA and authorize the Mayor to sign the IGA on behalf of the City of Flagstaff.

C. **Consideration and Adoption of Ordinance No. 2015-01:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

RECOMMENDED ACTION:

1) Read Ordinance No. 2015-01 by title only for the final time
2) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)
3) Adopt Ordinance No. 2015-01

D. **Consideration and Approval of Agreement:** Intergovernmental Agreement between City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

E. **Consideration and Adoption of Resolution No. 2015-05:** A resolution abandoning the Emergency Access Easement on Lot A of the Final Plat of the Marketplace/Flagstaff Auto Park and authorizing the Mayor to execute any necessary documents.

RECOMMENDED ACTION:

1) Read Resolution No. 2015-05 by title only.
2) City Clerk reads Resolution No. 2015-05 by title only (if approved above)
3) Adopt Resolution No. 2015-05.

F. **Consideration and Adoption of Resolution No. 2015-06:** A resolution abandoning the 1' No Access Easement on Lot 13 of the Falcon Ridge Subdivisionas shown on Sheet 2 of the Final Plat and authorizing the Mayor to execute any necessary documents.

RECOMMENDED ACTION:

1) Read Resolution No. 2015-06 by title only.
2) City Clerk reads Resolution No. 2015-06 by title only (if approved above)
3) Adopt Resolution No. 2015-06.

RECESS

6:00 P.M.

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 BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION

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

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2015-02: A resolution of the Mayor and Council of the City of Flagstaff, Arizona adopting the Community Reinvestment Plan ***(Community Reinvestment Plan)***

RECOMMENDED ACTION:

1) Read Resolution No. 2015-02 by title only
2) Clerk reads Resolution No. 2015-02 by title only (if approved above)
3) Adopt Resolution No. 2015-02

B. Consideration and Approval of Preliminary Plat PPPL2014-0006: Request for Preliminary Plat approval from Evergreen-Trax, LLC, for the subdivision of approximately 27.2 acres into 18 lots. The proposed commercial development, known as The Trax, is located at the southwest and southeast corners of Route 66 and Fourth Street within the Highway Commercial (HC) zone (conditional). ***(Subdivision of 27.2 acres into 18 lots located at the southwest and southeast corners of Route 66 and Fourth Street)***

RECOMMENDED ACTION:

Approve the Preliminary Plat as recommended by the Planning and Zoning Commission.

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 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. **Possible Future Agenda Item:** Request by Councilmember Putzova to place the consideration of a Council Resolution pertaining to DACA (Deferred Action for Childhood Arrivals) on a future agenda.

B. **Possible Future Agenda Item:** Request by Councilmember Evans to place the consideration of a Council Resolution opposing the approval by USFS of an easement to Tusayan on a future agenda.

C. **Possible Future Agenda Item:** Request by Councilmember Oravits to place the consideration of a Police Department Roundtable on staffing needs and possible solutions on a future agenda.

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 _____, 2015.

_____
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:	02/27/2015
Meeting Date:	03/03/2015

TITLE

Consideration and Approval of Minutes: City Council Work Session of January 13, 2015; Special Meeting (Executive Session) of January 27, 2015; Work Session of January 27, 2015; Regular Meeting of February 17, 2015; Special Meeting (Executive Session) of February 17, 2015; and the Special Meeting (Executive Session) of February 24, 2015.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of January 13, 2015; Special Meeting (Executive Session) of January 27, 2015; Work Session of January 27, 2015; Regular Meeting of February 17, 2015; Special Meeting (Executive Session) of February 17, 2015; and the Special Meeting (Executive Session) of February 24, 2015.

EXECUTIVE SUMMARY:

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

INFORMATION:

COUNCIL GOAL

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and development

Attachments:
01.13.2015.CCWS.Minutes
01.27.2015.CCSMES.Minutes
01.27.2015.CCWS.Minutes
02.17.2015.CCRM.Minutes
02.17.2015.CCSMES.Minutes
02.24.2015.CCSMES.Minutes

WORK SESSION
TUESDAY, JANUARY 13, 2015
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of January 13, 2015, to order at 6:01 p.m.

2. Pledge of Allegiance

3. Roll Call

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

PRESENT	ABSENT
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilback; City Attorney Michelle D'Andrea.

4. Preliminary Review of Draft Agenda for the January 20, 2015, City Council Meeting. *

** Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

None

5. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation.

Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Gabor Kovacs addressed Council with a recommendation of having the City of Flagstaff promote unity instead of diversity.

6. Plastic Bags in Flagstaff - A Community Conversation

Mayor Nabours stated that staff will begin with a presentation on the topic followed by questions from the City Council after which the Council will take public comment. Mayor Nabours explained that there is nothing on the agenda tonight for a specific action and the Council will not be acting or deciding on an ordinance at tonight's meeting. He explained that public comment will end at 9:00 p.m. and if there are still others who have not had the opportunity to speak there will be an additional meeting where they will have the opportunity to speak first.

Mayor Nabours introduced and welcomed Interim City Manager Jeff Meilback who will be filling Kevin Burke's role as a new City Manager is recruited. Mr. Meilback thanked the Mayor and Council for the opportunity to serve as Interim City Manager. He stated that he is committed to professional objectivity; one of the most important responsibilities of staff is to give factual information and succinct options and alternatives. The community is very ready to have the plastic bag discussion and it is an important issue to Flagstaff.

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

- PLASTIC BAGS IN FLAGSTAFF
- PRESENTATION OUTLINE
- DEFINITIONS
- BACKGROUND
- FEES, TAXES AND BANS IN THE UNITED STATES
- WHAT ARE PLASTIC BAG FEES, TAXES AND BANS
- EXAMPLES OF LAWS
- EXAMPLES OF IMPACTS OF LAWS
- EXAMPLES OF ALTERNATIVES TO BANS
- VOLUNTARY PROGRAMS HAVE MIXED RESULTS
- PLASTIC BAGS IN FLAGSTAFF
- PLASTIC BAGS IN FLAGSTAFF: CINDER LAKE LANDFILL
- PLASTIC BAGS IN FLAGSTAFF: MATERIAL RECOVERY FACILITY
- SUSTAINABILITY COMMISSION'S RECOMMENDATION FOR A PLASTIC BAG BAN
- COMMUNITY DISCUSSION – QUESTIONS ASKED
- QUESTIONS FOR COUNCIL TO CONSIDER
- CONSIDERATIONS

Mayor Nabours asked if paper bags have a lesser impact on the environment than plastic bags and if staff has looked at other cities that ban plastic bags but allow paper bags. Ms. Woodman stated that the dialogue behind which bag form is more impactful is pretty extensive. Paper bags do have a high intensity for water and electricity use. Some communities have set standards for their paper bags. There are over 150 active ordinances and they have not been categorized but staff can follow up.

Mayor Nabours asked if staff is aware of any of the positions of local stores regarding a possible ban. Ms. Woodman stated that in speaking with a number of organizations there are mixed reviews. There are some that support a full ban on plastic and some that prefer a fee on plastics and paper and some that support a ban on plastic and a fee on paper.

Mayor Nabours asked if any cities treat stores differently based on the size of the store. Ms. Woodman stated that there are some ordinances that are specific to the square footage of an establishment.

Councilmember Brewster asked if staff has talked with the Downtown Business Alliance and other retail outlets to determine if they suggest a greater emphasis on recycling education and places to recycle. It would be a big plus to do more education from both the City and the retailers. Ms. Woodman explained that one of the biggest challenges with the Bag Central Station effort is that some stores are more enthusiastic about participating than others. Currently, the program is a voluntary effort and outreach began in 2008.

Councilmember Oravits asked if there are other City sponsored recycle options for plastic bags, besides the stores that collect them. Ms. Woodman stated that because plastic bags cannot be processed at the Materials Recovery Facility (MRF) the Bag Central Station is the only option available.

Councilmember Oravits asked for a description of the sorting process at the MRF. Solid Waste Director Pat Bourque stated that the City has a contract with the MRF to allow the dumping of recyclable material at their facility for sorting. Trash is dumped into a large holding area and is loaded onto a conveyer belt. It is raised to a second story level and there are several pickers that are responsible for picking out materials that can be recycled. It continues to the end and drops off to a residual pile that is run through the sorting process a second time. At the end of the second sort, the remaining material is hauled to the landfill.

Councilmember Oravits stated that plastic bags get jammed up in the machinery causing a loss of production. Mr. Bourque stated that as the material moves up the conveyer belt there are rollers along the side of the belts and the plastic bags get wrapped around the rollers. This causes the machinery to stop and the plastic has to be cleared.

Councilmember Oravits asked how many plastic bags are entering the landfill and how the City is measuring the intake of plastic bags. Mr. Bourque explained that staff has done several audits at the landfill that document the types and percentage of debris that is coming in. Landfill Engineer Matt Morales explained that the thin filmed plastics and plastics in general are categorized together; the broken and large pieces were somewhere in the range of 8-15% of the load in the 2012 audit. He stated that he will double check the numbers and report back to Council.

Mayor Nabours asked for further explanation on how the picking process works at the MRF. Mr. Bourque stated that there are nine recyclable products that are pulled out of the waste stream, anything that is not one of the nine items to recycle continues on the conveyor belt to be disposed. Mayor Nabours asked if plastic bags are disposed of because there is no market for recycling plastic bags. Mr. Bourque explained that there are certain entities that will take the plastic bag material and do something with them. In 1997 when the City entered into agreement with Norton there was no market for plastic bag recycling. The nine products that are recycled do have a market that allows for the materials to be resold. It is not currently economical to recycle the plastic bags. Mayor Nabours asked if the agreement could be modified to recycle plastic bags. Mr. Bourque stated that the agreement could be modified however, unless it makes economic sense for Norton to recycle the plastic bags they may not be interested. Ms. Woodman added that when speaking with representatives at the MRF they do not believe that it is economically viable at this time to recycle plastic bags.

Councilmember Putzova stated that she had understood that if a plastic bag is reused and subsequently contaminated it can no longer be used for recycling. Ms. Woodman stated that if the plastic bag is used for trash then it goes to the landfill as a single use after point of purchase. She went on to explain that contamination is very high in plastics in general; there are some

restrictions on recycling and reuse due to food requirements from the FDA. Depending on what the bags are recycled into determines the contamination restrictions. For example, Trex will not accept plastic bags that are processed through a MRF that accepts trash and recycling that is sorted on site because of the contamination rate.

Councilmember Putzova asked for the annual cost of the Bag Central Station program as well as the cost of educational programs in Canada that were successful. Ms. Woodman explained that the Bag Central Station is completely voluntary and there should only be minimal costs; however she is not sure of the contract rates between the Arizona Food Marketing Association (AFMA) and Trex. Ms. Woodman added that she does not have examples of the Canadian voluntary programs but would be happy to research and provide that information back to the Council.

Councilmember Evans asked how much the City's recycling program costs and if there is a budget for it. Ms. Woodman stated that the Sustainability Program has an operating budget of $89,000 and about a third of that is for the recycling program. Councilmember Evans stated that the City has had a program since 2008 to help educate people about recycling bags. She asked if additional funding has been budgeted or reduced. Ms. Woodman stated that the Sustainability budget has remained flat since 2009. A majority of the staff time is used for outreach to the community about proper recycling. Councilmember Evans asked for additional information about any private funds that have been used in the program.

Councilmember Evans asked about the $129,000 used last year to capture the trash that blew above the retention fences at the landfill and how much of the trash recovered were plastic bags. Mr. Morales stated that 80% of the recaptured material was in the form of plastic or plastic bags. Councilmember Evans asked where the funding came from for this operation. Mr. Morales explained that the funding is a part of the landfill operating budget which is established from the residential and commercial landfill tipping fees.

Councilmember Oravits asked the makeup of the plastics that are collected. Mr. Morales explained that much of the material is plastic bags but there is also air blown cardboard and when there are bigger wind events a lot of other materials will blow over the fencing. Often-times there are larger plastic bags such as the household trash bags and contractor size bags. Councilmember Oravits asked if there was some way to quantify the number and types of bags that are being collected. Landfill Manager Mike Gallegos explained that one thing that is consistently observed during the windy season is plastic bags that blow up and away from the landfill. The further away one gets from the landfill the higher the percentage of plastic bags collected. It is difficult to quantify without counting each individual bag that is collected. He stated that the average bag that is collected from these areas weigh approximately nine pounds each and 3,785 bags were collected in fiscal year 2014. The litter clean up staff cleans up over 700 acres of which 300 acres are outside the landfill.

Mayor Nabours asked the effect of imposing a fee on the use of plastic bags in general and if a fee on plastic bags would translate to a reduction in the number of plastic bags used.
Ms. Woodman stated that research suggests that fees are more effective than a ban and as the fee increases the consumption reduces. Councilmember Oravits asked what happens to the monies that are collected from the fees and what the impacts or burdens are with collecting.
Ms. Woodman explained that there is a wide variety of options when it comes to the fees and where they go once collected. The fees and where they go are determined by the legislating body; some cities retain the entire fee and some cities provide a percentage back to the retailer to cover administrative costs. Some examples of what the funds collected have been used for are river clean ups, obtaining reusable bags for distribution to the community, park restoration, updating recycling equipment and facilities, along with many other options.

Mayor Nabours asked if cities can just impose the fee for plastic bags or if it is a tax that would have to go to the voters. Assistant City Attorney David Womochil stated that the fee is not

considered a tax and the authority for the City to impose fees is contained within the City Charter and requires a finding that it affects the health, safety, and well being of the community.
Ms. D'Andrea explained that if the Council decides to enact a fee the dollars that are collected would have to be tied back to the problem that the Council is trying to solve with the fee. It would go into a segregated fund to support the goals laid out in the ordinance. There does have to be a nexus on what the fees are spent on.

A break was held from 7:38 p.m. through 7:48 p.m.

The following individuals addressed Council in favor of a ban or fee on plastic bags:

- Naima Schuller
- Roseana Cruz
- Moran Henn
- Eli Cohen
- Ryan Ashley
- Adam Dunstan
- Dezi Acher
- Jeff Nickell
- Leah Manak
- Alex Gaynor
- Michaela Steiner
- Sarah Ponticello
- Al White
- Madison Ledgerwood
- Jeff Meilander
- Kathy Flaccus
- Ellen Vaughan
- Jack Welch

The following individuals addressed Council in opposition of a ban or fee on plastic bags:

- John Kistler
- Ruben Abeyta
- Rob Wilson
- Michael Dugan
- Jeff Knorr
- Stuart McDaniel
- John Paul Roccaforte
- Joan Harris
- Judy Sall
- Ashley Heerding

The following comments were received:

- These bags have been called single use bags and that is not correct, they are used for many other purposes after bringing them home from the store.
- A ban or fee will increase my costs.
- A ban should not be the focus, recycling should be.
- Urge Council to ban or place a fee on plastic bags with recycling being the focus of monies collected.
- A bag ban would not impact low income consumers.
- The community is already supplementing the costs of others plastic bans.
- Reusable bags are a great promotional opportunity.

- Something like this may be small in terms of cost but every time the City adds something it adds another impact to the consumer.
- If fees are imposed the businesses will pass it on to the consumers.
- Would like to see an ordinance that includes a direct bag ban, a fee, or a combination of both.
- Would like to see an ordinance that also addresses paper bags and recycling efforts.
- To reduce the amount of bags given to consumers the City needs to take action soon.
- Reducing plastic bag use is the purpose and an ordinance that supports this is needed.
- These are not single use plastic bags and I believe the people of Flagstaff can and will recycle them.
- Thousands of reusable bags have been distributed with little to no reduction in plastic bag use.
- More educational programs are needed.
- A ban will not achieve the desired results.
- Grants are available to purchase the equipment necessary to bale material to send to Trex.
- Personal freedom is one thing but it is our responsibility to promote the general welfare of the community and environment.
- These are single use bags, even if reused they are reused once and they are still made out of fossil fuels and will be in our environment for thousands of years.
- There are plastic bags but there are far more beer cans, plastic bottles, paper bags from fast food places that are left in the woods.
- A recycling program would be a better solution.
- Let the voters decide what kind of program they want.
- In favor of a ban on plastic bags.
- Promotional opportunities for businesses who provide bags.
- Consumption of plastic and paper bags needs to be reduced.
- Concerned that not all options have been considered.
- Trex is willing to provide a baler on a payment program and is willing to pay ten to twenty cents for per pound for low grade plastic.
- Do not believe that my grocery bill will go down as a result of a ban.
- The first step is reducing the amount of plastic bags used.
- Plastic bags make up less than 1% of litter.
- The proposed ordinance is inconsistent.
- Other communities have passed bag bans and they were repealed by the citizens.
- Recent cleanup efforts have shown the impacts of plastics on the environment.
- Oppose the ban on plastic bags.
- Bans are not an ideal way of solving problems. The City needs to empower people to do the right thing.
- Better effort is needed in recycling education rather than a ban.
- Increased awareness is needed on the use of reusable bags.
- If the purpose of recycling is to divert things from the landfill the City needs to take action.
- The voluntary concept is not working.
- Flagstaff does not need plastic bags and we can be an example to the state.
- Urge the Council to phase out the use of plastic bags.
- If plastic bags don’t exist they don’t create problems.
- Need to educate on how to stop using plastic bags.
- There are a lot of options and they all should be explored before making a decision for everyone.
- Thank you to the local businesses that have offered the community alternatives to plastic bags and locations to recycle plastic bags.
- There are many reasons to ban plastic bags.
- The problem is a capitalist problem; there is a cost to society and when something is free it is not valued enough to take care of it.
- There is a negative connotation to a ban.
- Encourage Council to educate the community on alternatives to plastic bags.

- Sodexho at NAU no longer uses plastic bags; urge the Council and staff to talk with them about the reasoning behind their decision.
- Citywide bans have little to no impact on overall litter.
- As city leaders you should not mandate but educate. Emphasizing the use of other types of bags and educating the community on the importance.

Mayor Nabours stated that the people that were unable to speak tonight due to time would be the first on the list at the follow up meeting.

Written comment cards in favor of a ban or fee on plastic bags were received from:

- Rick Resnick
- Brandon Clark
- Donna Hanley
- Lauren Figueroa
- Michaela Steiner
- Ann Brown
- Jessie Anderson
- Marissa Kulick
- Darlene Ryan
- Mary Ellen Arndorper
- Eli Cohen
- Jerry Jean-Louis
- Chandra Hemminger
- Tate Larrick
- John D. Johnson
- Susan J. Hueftle
- Michael Caulkins
- Rhea Nanni
- Maria Jensen
- Ana Manzano
- Louie Herron
- Therese Gribbins
- Ellen Vaughan
- Sofia Ramcke
- Laurel Ellis
- Danna Durney
- Rosemary Logan & Brynn Aumack
- Eva Rowe
- Frankie Beesley
- Eleanor Krueger
- Michael Chizhov
- Cora Braun
- Lupita Salazar
- Lauren Cain
- Seth Cauman
- Sara Leibold
- Michael Back
- Sara Sanford
- Brian Leask
- Leslie Owen
- Jean Myers
- John Lynch
- Kristina Aksenova
- Joseph August

- Patricia L. Johnson

Written comment cards in opposition of a ban or fee on plastic bags were received from:

- David Slipher
- Cynthia Dorfsmith
- Adrian Dorfsmith
- Charlotte Hearne
- Celestine Taieb
- Michael Mijuskovic

Councilmember Brewster stated that she had received several emails concerning the environmental impact of making reusable bags. She requested information on the environmental impacts of making the reusable cloth bags; she asked specifically for the energy use and if there are any toxic byproducts as well as the impacts of washing the bags. Councilmember Oravits added that he has collected a lot of reusable bags and most of them are not cloth, not made in the USA and are generally made out of polypropylene. He asked for additional information on what types of reusable bags are being used most in other communities, what the cost is to create those bags and the cost difference between these bags and cloth bags. He also requested information about the point of sale bags, if they are made in the USA and what the impacts are for those.

Councilmember Oravits also asked for staff to look into the bags in a bag concept and whether there is any merit to it and if it would be helpful in the sorting process at the MRF. Additionally, he asked if the City can offer plastic bag recycling collection bins at City facilities.

Councilmember Evans asked how much it would cost to effectively educate the community on the recycling of plastic bags. She also asked for information on what other city recycling programs are out there and how they are funded and what they cost.

Mayor Nabours asked for information on the cost to a store for paper bags versus plastic bags. He noted that the City of Tucson addressed this issue and went with a voluntary education program; he requested an update on that program.

7. Review of Draft Agenda Items for the January 20, 2015, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

Mayor Nabours stated that next week's agenda includes appointments to the Planning and Zoning commission; he reminded Council that additional applicants were likely to appear in the final agenda packet.

8. Public Participation

None

9. Informational Items To/From Mayor, Council, and City Manager.

Councilmember Oravits reported that he and the Mayor went to the Capitol for the opening day of the Legislature. They had an opportunity to go around with the City's delegation and met with a number of people. One thing that came out of the meetings was that the Veteran's home issue was received very well and all were excited about the prospect of a VA home in Flagstaff.

Councilmember Brewster welcomed Mr. Meilbeck as the Interim City Manager.

Vice Mayor Barotz asked for an update on the efforts to have City Council votes recorded on the website through the agenda software.

Councilmember Evans stated that she will not be at the meetings on January 26th or 27th.

Councilmember Evans requested talking points for the VA home. It would be very helpful in talking with the City's representatives and delegation.

Councilmember Overton stated that he spent an afternoon with the Department of Revenue discussing the tax simplification rules that have been implemented. Contracting is a significant line item in the City's budget and he urged staff to be aware of the changes and prepare the budget with them in mind.

Mr. Meilbeck stated that this was a great first meeting and he enjoyed having the vast discussion. He reminded Council about the upcoming mini budget advances on January 22, January 28, and February 5 as well as the full budget retreat on February 11 and 12.

Vice Mayor Barotz stated that she and the Mayor met with Brian Jeffries of the Professional Firefighters Association of Arizona to listen to his proposal to address the Public Safety pension. The presentation was informative and she suggested having Mr. Jeffries give a presentation to the Council and community at a future work session.

10. Adjournment

The Flagstaff City Council Work Session of January 13, 2015, adjourned at 9:28 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 27, 2015
STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of January 27, 2015, to order at 4:00 p.m.

2. Roll Call

PRESENT	ABSENT
MAYOR NABOURS	COUNCILMEMBER BREWSTER
VICE MAYOR BAROTZ	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to recess into Executive Session.

Vote: 6 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:00 p.m.

4. Executive Session:

A. 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....; and discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(1) and (3), respectively.

i. Magistrate Pro Tems

ii. City Manager Recruitment Process

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S.§38-431.03(A)(3).

i. Reclaimed Water Agreements

5. Adjournment

The Flagstaff City Council reconvened into Regular Session at 5:24 p.m. at which time the Special Meeting (Executive Session) of January 27, 2015, adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

WORK SESSION
TUESDAY, JANUARY 27, 2015
COUNCIL CHAMBERS
211 WEST APEN AVE.
6:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of January 27, 2015, to order at 6:01 p.m.

2. Pledge of Allegiance

3. Roll Call

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

PRESENT	ABSENT
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilbeck; City Attorney Michelle D'Andrea.

4. Preliminary Review of Draft Agenda for the February 3, 2015, City Council Meeting.*

** Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

Mayor Nabours asked Councilmember Evans if item 17-A was worded in the way she intended. Councilmember Evans stated that it is not worded quite right and that she is looking for an opportunity for the City Clerk to give a presentation on how staff selects the two City Council liaisons to appoint commission members as well as some history on the process.

5. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk.

When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Recreation Manager Brian Grube was asked by Mayor Nabours to provide a report on the Dew Downtown event. Mr. Grube thanked the Mayor and Council for their support of the event. There was a lot of work put in by staff and public private partners. One of the goals is to bring more people to town. In the past it has been difficult to capture how many people come to the event. This year a Go Pro was mounted at the event to capture a time lapse view of the amount of people that attended. Mr. Grube played the video for the Council. Mayor Nabours thanked Mr. Grube and Special Event Coordinator Glorice Pavey for their work on the event. He stated that it was well organized and well done and it made a good showing for the City of Flagstaff.

6. Northern Arizona University (NAU) High Country Conference Center Update

Flagstaff Convention and Visitors Bureau Director Heidi Hansen reported that the High Country Conference Center opened in 2008 and currently NAU contracts with Sodexho for their services. She introduced Jane Kuhn and Rudy Gutierrez with High Country Conference Center who provided a PowerPoint presentation that covered the following:

- OVERVIEW OF THE CONFERENCE CENTER
- MEETING & EVENT ACTIVITIES
- MONTHLY FLOW OF ACTIVITY
- CURRENT MIX OF BUSINESS
- WHERE IS THE BUSINESS COMING FROM?
- BUSINESS TRENDS
- TOP LINE GROWTH
- RECOGNITION TO OUR COMMUNITY

Councilmember Brewster asked how the City and conference center markets international conventions. Ms. Hansen stated that the City partners with the conference center on marketing efforts. The City uses a sales kit that shows all of the amenities that the conference center provides.

Ms. Kuhn explained that the conference center is in the process of conducting a net impact study and will be bringing those findings back to the City Council once the study is complete.

7. Flagstaff Arts Council Annual Report

Community Design and Redevelopment Manager Karl Eberhard stated that the City contracts out to the Flagstaff Arts Council who provide arts and science grants to the community and administer those grant on behalf of the City of Flagstaff. He introduced JT Tannous who provided a PowerPoint presentation that covered the following:

- ANNUAL REPORT – FISCAL YEAR 13-14
- NAME CHANGE
- CITY OF FLAGSTAFF – ARTS & SCIENCES
- ARTS COUNCIL/CITY CONTRACT
- THE ARTBOX INSTITUTE
- ARTBOX INSTITUTE – CLASS OF 2014

- FIRST FRIDAY ART WALK
- ART WALK - INTERACTIVE ONLINE MAP
- FIRST FRIDAY ART WALK
- ARTS COUNCIL/CITY CONTRACT
- FLAGSTAFF365.COM
- FLAGSTAFF365 – USER ACTIVITY
- COCONINO CENTER FOR THE ARTS
- VIOLA AWARDS
- ARTS COUNCIL/CITY CONTRACT
- INCREASE OPPORTUNITIES
- YOUTH ACCESS TO THE ARTS
- ARTS AND SCIENCE FUND GRANTS
- RETURN ON INVESTMENT
- ROI: LOCAL TAX REVENUES
- ROI: TOURISM REVENUE
- RETURN ON INVESTMENT
- COMING IN 2015
- 2015 VIOLA AWARDS
- THANK YOU!

Mayor Nabours stated that he feels that this is what BBB money was designed to be used for. He thanked Mr. Tannous and his staff for the fine job they have done and continue to do.

Councilmember Putzova stated that it is exciting to see the first graduates of the Art Box Institute. She asked Mr. Tannous to tell the Council about the next idea that is being explored. Mr. Tannous stated that they are looking at other organizations within the community that they can partner up with to strengthen the current programs.

Vice Mayor Barotz thanked Mr. Tannous for the annual report and stated that the things this group is able to do on such a small commission is impressive.

8. Community Development Block Grant (CDBG) Overview and Priority Setting

Deputy Housing Director Sarah Darr provided a PowerPoint presentation that covered the following:

- CITY OF FLAGSTAFF 2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)
- WHY ARE WE HERE TONIGHT?

Ms. Darr introduced Housing and Grants Administrator Leah Bloom who continued the presentation.

- CDBG
- WHY DOES THE CITY OF FLAGSTAFF RECEIVE CDBG MONEY?
- WHAT HAS CHANGED IN RECENT YEARS?
- ALLOCATIONS OVER THE YEARS
- HOW DOES THE CITY ACCESS THE FUNDS?
- HOW CAN THE CITY SPEND THE MONEY?
- CDBG PRIMARY AND NATIONAL OBJECTIVE
- BENEFITING LOW AND MODERATE INCOME PERSONS
- 1. LIMITED CLIENTELE
- 2. HOUSING ACTIVITY
- 3. AREA BENEFIT

- 4. JOB CREATION/RETENTION ACTIVITIES
- HUD ANNUAL FUNDING CAPS
- PUBLIC SERVICE – 15% CAP
- CRITERIA FOR USE OF CDBG FUNDS

Ms. Darr continued the presentation.

- HOW ARE THE FUNDS DISTRIBUTED?
- PROPOSAL PROCESS
- CITY CONTRACT REQUIREMENTS
- FEDERAL OVERLAY STATUTES
- 2013-2015 CDBG AWARDS
- 2013/2014 CDBG BENEFIT
- WHAT HAS CHANGED IN RECENT YEARS?
- REQUESTED DIRECTION
- NEXT STEPS

Councilmember Overton stated that there is a rigorous process in granting funds to the applicant in the beginning; he asked what backstops are in place to protect the City and how it distributes the funds. Ms. Darr stated that Flagstaff's process is one that other communities have asked for Flagstaff staff to teach. The process is so strong because there are such limited funds. Staff has a meeting with each agency, most of which report on a monthly basis and any request for reimbursement must be accompanied by a progress report. Staff also monitors the agencies and their files. If there is something that they should not be doing, it is caught early and rectified. If an agency is not in compliance staff is onsite every two or three months until they are back into full compliance. There have been a couple of instances where funds have had to be returned not due to misuse of funds but rather not spending the money in a timely manner. There are a number of backstops including a final monitoring from HUD.

Councilmember Overton asked if there is concern on behalf of the applicant that it may be months before they know the award amount and the timing of the project. Ms. Darr stated that she feels that as long as the City is up front with where they are in the process the applicants will be good with it. Councilmember Overton stated that with a 60-90 day delay is there some leverage opportunities that could be missed. Ms. Darr agreed that it is a valid risk as far as the leverage piece.

Councilmember Barotz asked how the community leverage dollars are calculated. Ms. Darr explained that staff calculates the number based on the information reported back to the City by each agency in their close out reports.

Mayor Nabours asked if the Council needed to set broad categories or specific allocations for funding. Ms. Darr explained that staff needs categories that the Council is interested in allocating funds to, this will help staff in determining which projects come before Council for approval.

Councilmember Putzova asked how effective past organizations were at addressing the priorities set out by Council. She stated that she would like a community measure that measures success so it can be identified that a difference is being made over time with these projects. Ms. Darr stated that a good example is Catholic Charities and the rehabilitation of a family shelter. Another good example from Catholic Charities is the PATH program that went out and tried to get services to homeless individuals and help them transition. Ms. Darr added that staff actively participates in the community initiatives and work with the continuum of care.

Devonna McLaughlin addressed Council on behalf of Housing Solutions of Northern Arizona, and stated that Housing Solutions has applied for and received funding in previous

years and that funding was leveraged for local, state and federal dollars. She urged the Council to set a priority of affordable housing and economic development. Mayor Nabours asked for Ms. McLaughlin to clarify what an economic development priority would look like.
Ms. McLaughlin stated that while she does not have an economic proposal yet this year, last year the proposal was for Sharon's Attic which has been a great success.

Councilmember Overton stated that this is the City's only HUD allocation and federal funding for housing. He indicated that he would not be interested in using this fund to shore up any other funds. He stated that he is more interested in the housing and homelessness priorities.

Vice Mayor Barotz stated that she would support keeping all of the prior year's categories for the coming two years.

Councilmember Putzova stated that housing and homelessness deserve attention and being more targeted and focused with the Council priorities would be helpful to organizations. She added that defining a more focused scope in relation to housing would be helpful in soliciting projects that are more specific.

Mayor Nabours stated he too would like to see all four previous categories stay but suggested adding neighborhood revitalization to the list.

The City Council agreed to move forward with the previous four categories that were established.

Ms. Darr stated that the Council will also need to provide direction on when they would like to make funding decisions.

Council agreed that staff should assume the same amount of funding that was allocated last year and adjust proportionately when hard numbers are received. Ms. Darr stated that staff will return to Council in April with recommendations based on estimated funding amounts from HUD.

A break was held from 7:35 p.m. through 7:45 p.m.

9. Discussion of possible changes to the City Code regarding Subdivision Assurances.

Ms. D'Andrea provided a PowerPoint presentation that covered the following:

- SUBDIVISION ASSURANCES
- PROPOSED CLARIFICATIONS AND CHANGES

Ms. D'Andrea stated that language has been written in that when a successor developer takes possession through sale a new assurance must be obtained. The intent is to cover the City in all instances and require successors to always post new assurances.

Councilmember Overton asked if this is required prior to the sale how the City would require this without interfering with the sale. Ms. D'Andrea stated that it would have to be part of the parties' sales agreement that new assurances are required or they can transfer the old one.
Councilmember Overton stated that the intent is not to create a fight between the buyer and the seller; the City is just looking for the one assurance.

Mayor Nabours stated that he did not think that the City required a bond amount for franchise utilities. City Engineer Rick Barrett stated that the Department of Real Estate is very clear that all infrastructures necessary for a subdivision is promised to the end user. Prior to the zoning

code when the City was operating under ordinance 1925 it did not include franchise utilities and it is one of the mistakes made in the past in making sure the end user is protected should there be a bankruptcy.

Mayor Nabours asked if a letter from the utility company stating they will service that subdivision is needed in order to get the public report. Mr. Barrett explained that the utility company has to say that they will be able to serve the site. The Department of Real Estate will also confirm with the City that it is in possession of the assurances that are needed to protect the end user. Only then will a public report be issued. There are costs associated with putting the utilities into the ground. The utility companies will require that a trench be dug for them by the contractor and when the trench is dug then the utility will show up and put a pipe in and then the contractor will back fill it in accordance with City standards. Mayor Nabours stated that he believes that there may be some resistance from the developer or bonding companies.
Mr. Barrett stated that it has been working thus far; the assurances are to require that the contractor is doing what it said it would do. A utility will provide service but they will not provide the installation.

Ms. D'Andrea explained that there is language that allows the City to correct the amount of the assurance required should it be needed. The estimates for that are more difficult to get the first time. Mr. Barrett added that it is a timing issue for the developers. When the City is getting assurances it is completing its review of the construction plans. The consultant's ability to get accurate estimates from the utility companies have been difficult.

Ms. D'Andrea continued the presentation.

- THIRD PARTY TRUST AGREEMENT
- QUESTIONS FOR COUNCIL
- PROS and CONS

Councilmember Overton agreed that there is going to be a cost concern but there has only been one case in Flagstaff history and he is concerned that the result is discouraging a successor. Ms. D'Andrea agreed that there is a risk, when the new developer comes on the City will have some flexibility on how much of an assurance to post.

Mayor Nabours stated that by calling the existing bond and getting the infrastructure in place may help it be more marketable to be sold to another developer. Ms. D'Andrea agreed but stated that there may be times when it is not necessary to call upon the bond which is why that discretion is important.

The consensus of Council is to move forward with requiring successor assurances and third-party trust agreements.

Ms. D'Andrea explained that she will work through a few changes and bring the ordinance back to the Council for approval at a later meeting.

10. Discussion of Relocation Ordinance

Planning Director Dan Folke stated that there are two policies that relate to this in the Regional Plan. The State of Arizona has an existing law on mobile home relocation and cities are preempted in legislating in that manner. Rather than see an ordinance right now staff is recommending adding to the City's legislative agenda to allow cities and towns to do this kind of relocation program.

Additionally, with rezoning requests that would potentially displace residents the applicant

would be required to address the relocation plan within the General Plan. It could be addressed by including affordable housing units in the project, but it is up to the discretion of Council on whether or not the developer is meeting that policy. Staff is trying to include regional plan goals and policies earlier in the processes. At the concept level Comprehensive Planning Manager Sara Dechter will look at the concept plan and see what regional plan policies will have to be addressed in the plan. There is a requirement that the applicant provide a written analysis on how they will comply with the plan.

Mr. Folke explained that with regards to notification, there is currently a notification requirement to surrounding owners of a pending application. If the subject property is a mobile home park then notification to residents and tenants of a pending application will also be required. In regards to notifying residents when a mobile home park is for sale, staff is seeking input from the City Attorney on the feasibility of notifying not only current residents but future residents as well.

Mayor Nabours stated that he would like to see that a rezone applicant include what impacts there are in relation to relocation and how they are going to address them in their application. Mr. Folke explained that the proposed ordinance would have addressed that; however, staff is not recommending moving forward with that ordinance due to the issues with the current state laws regarding relocation. Staff's recommendation is that this issue be added to the City's legislative agenda. Ms. D'Andrea stated that a change to the Mobile Home Tenant Act is needed to allow local government to legislate in the area of mobile home owners in mobile home parks.

Councilmember Evans indicated that there are three different things that the City has control over; the first being that the City needs to go to its representatives stating that the current state law is inadequate and there needs to be changes. Second is that the City can utilize the current regional plan to make sure that when people come to the Council with rezoning requests and there is relocation involved that they are meeting the spirit of the policy. And third is the notification component to residents and potential residents that a mobile home park is up for sale.

Vice Mayor Barotz stated that in regards to the notification piece it is really a disclosure issue and asked if the zoning ordinance is the best place to address that. Ms. D'Andrea agreed and stated that staff will look at alternative locations and the best place to house the notification requirements.

Councilmember Overton clarified that if the City were to legislate locally it would give up the right to the state compensation options. Ms. D'Andrea stated that he is correct and that some states have concurrent legislation that allows the cities to provide additional support to relocation efforts.

Councilmember Putzova asked if staff can ask applicants through the application process how many affordable housing units they would be creating. Mr. Folke explained that the application can be revised and questions can be asked in that regard.

Councilmember Evans stated that she feels that adding this issue to the legislative agenda is important. The City should engage all the stakeholders and have a community discussion on what the issues are and where the gaps are. Councilmember Putzova added that the City cannot apply its regional plan policies effectively because of the existing state law. The City should take a position on this issue. Vice Mayor Barotz stated that it would be helpful to understand how the City would propose filling the gaps and what solutions are being suggested. She requested this information be included when staff returns to Council for further action.

11. Discussion of City Manager Recruitment Process

Human Resources Director Shannon Anderson addressed Council asking for direction on the type of process they would like to conduct for the recruitment of a new City Manager.

Mayor Nabours stated that Council has a list of the different considerations and asked if there is anything that they would like to add or eliminate.

Councilmember Evans asked why a Masters degree is required for Department Heads but not the City Manager. Ms. Anderson explained that when the City originally recruited in 2007 it was not required and the broadband changed after that. The Council agreed that the two should be aligned and a Masters degree be required for the City Manager.

Vice Mayor Barotz suggested requiring a specific number of year experience instead of using the word extensive. Ms. Anderson stated that Division Directors require five to ten years experience. Councilmember Overton stated that he liked the broadness of the existing language stating that sometimes the best candidates do not have the most years of experience. Councilmember Putzova also added that instead of requiring public service experience that it be broadened to just management experience. This would be more open to those that may come from an organization outside of public service.

The City Council agreed that the recruitment should be nationwide.

Mayor Nabours stated that the next item is what the City Council wants from the recruitment agency. Councilmember Overton requested that the recruitment firm meet with the Council prior to the recruitment so that Council can give their preferences on who and what they are trying to find. Councilmember Putzova asked that they brief the Council on the entire applicant pool and that Council review all of the applications received.

Mayor Nabours stated that the next section relates to the in-person interviews. Councilmember Brewster stated that she would like for EAC to have an opportunity to weigh in on the candidates. Councilmember Putzova stated that during the community wide process she feels that it will be important for people to have a way to provide feedback to the Council.

Vice Mayor Barotz stated that when Chief Gaillard was brought in the process was very rigorous and the fire staff was thankful for the input they were able to give. There were various exercises that the finalists did that included a lot of fire personnel. She asked if it was possible to replicate some of that type of interaction that is more meaningful than a meet and greet for the employees. Ms. Anderson stated that often times the role play and presentations will include Leadership and Extended Leadership to listen and rate the individual and a larger group could be involved in the process.

Councilmember Overton stated that it would be nice, if practical, to visit the communities of the finalists.

12. Review of Draft Agenda Items for the February 3, 2015, City Council Meeting.*

** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

None

13. Public Participation

None

14. Informational Items To/From Mayor, Council, and City Manager; requests for possible future agenda items.

Councilmember Overton stated that he will be attending the Planning and Zoning Commission on behalf of himself personally for a project that he is working on. He will not be there in his capacity as a City Councilmember.

Vice Mayor Barotz reported that she went to the Arizona Association of Economic Developers legislative update in Phoenix. All of the Economic Development agencies of the state were there and it was very interesting to hear what everyone is doing.

Councilmember Oravits reported that he spent the weekend in Phoenix and met with Congressman Gosar and Congressman Schweikert, Treasury Dewitt and a number of people from the House. He had the opportunity to talk about TBT issue on the state side and there is legislation being pushed through to try and fix it. He reported that he took part in a conference call with Speaker Gowan and the Chamber where that was also a topic of conversation.

Councilmember Oravits requested two Future Agenda Items the first being clarification on the sign code in regard to window lettering at car dealerships. He would also like to clarify elements of the code and how it pertains to the dealerships in regards to balloon attachments. The second item is to discuss the retention rate in the Police Department and what strategies can decrease the amount 0f officers the City loses each year.

15. Adjournment

The Flagstaff City Council Work Session of January 27, 2015, adjourned at 9:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 17, 2015
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M. AND 6:00 P.M.

4:00 P.M.

1. CALL TO ORDER

Mayor Nabours called the meeting of February 17, 2015, to order at 4:02 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).

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes : City Council Regular Meeting of January 20, 2015; Special Meeting (Executive Session) of January 20, 2015; Budget Advance of January 22, 2015; and Regular Meeting of February 3, 2015.

Mayor Nabours clarified that on the minutes from the February 3, 2015, meeting wherein a motion was made to postpone action on the Water Management Plan item, those voting in favor should have included Councilmember Evans in place of Councilmember Overton.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to approve the minutes of the City Council Regular Meeting of January 20, 2015; Special Meeting (Executive Session) of January 20, 2015; Budget Advance of January 22, 2015; and Regular Meeting of February 3, 2015, as amended.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (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).

A. Consideration of Appointments: Tourism Commission.

Debbie Grogan came forward to introduce herself as an applicant, noting that she owned her own events company, served on the Tourism Commission many years ago, and liking the direction they are taking she would like to be a part of it again. Upon request, she told more about her company.

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Jeff Oravits to appoint Debbie Grogan as an At-Large member to the Tourism Commission with a term to expire January 2016, noting that all applicants were very qualified.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Transportation Commission.

Mayor Nabours noted that this vacancy was for the NAIPTA representative to the Transportation Commission that Interim City Manager Jeff Meilbeck previously held.

Moved by Councilmember Coral Evans, **seconded by** Councilmember Scott Overton to appoint Erika Mazza as the NAIPTA representative to the Transportation Commission, with a term to expire November 2016.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Nabours opened the Public Hearing for both liquor license applicants. There being no public input, Mayor Nabours closed the Public Hearing.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to forward a recommendation for approval to the State of Arizona for each of the liquor license applications.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Oscar Kwan, “Hunan West", 1302 S. Plaza Way, Series 07 (beer and wine bar), Person Transfer.

B. **Consideration and Action on Liquor License Application:** Tyler Christensen, "SoSoBa", 12 E. Route 66, #104, Series 12 (restaurant), New License.

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.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to approve Consent Items 9-A and 9-B.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Industrial Drive Improvements - Huntington Drive to Nestle Purina Avenue. (Industrial Drive Realignment)

1) Approve the construction contract with Eagle Mountain Construction in the amount of $1,526,097.20 (includes a $98,825 contract allowance) and a contract time of 214 calendar days;
2) Approve Change Order Authority to the City Manager in the amount of $142,730.00 (10% of the contract amount, less allowance);
3) Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Final Plat.** A request by Woodson Engineering & Surveying, on behalf of Westglen MHP, LLC, for the subdivision of 27.9 acres into 201 condominium units located at 1450 W Kaibab Lane within the Manufactured Housing (MH) zone.

Staff recommends approving the final plat, and authorizing the Mayor to sign the plat when notified by staff that all conditions have been met and documents are ready for recording

C. **Consideration and Approval of Contract:** Consultant Agreement: Transit Spine Route Study, RFP 2015-04 (Grant Funded)

Councilmember Oravits asked if the entire amount of the agreement was for the study. Dave Wessel, FMPO Manager, came forward and replied that it was. Mayor Nabours added that it was funded through a grant by the State. Mr. Wessel added that it included a $75,000 match from NAIPTA. He explained that it would include the area from the Flagstaff Airport up to the Flagstaff Mall, which was quite a large area.

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Karla Brewster to approve the Consultant Services Agreement with Nelson-Nygaard Consulting Associates, Inc. (Nelson Nygaard) in the amount of $297,673, and authorize the City Manager to execute the necessary documents

Vote: 6 - 1

NAY: Councilmember Jeff Oravits

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Street Closure:** Flagstaff Earth Day

Recreation Supervisor Glorice Pavey reviewed the request for a street closure, noting that McKenzie Jones was available to answer any questions specific to the Earth Day event.

Ms. Jones said that they started meeting with the Downtown Business Alliance last July and since then have spoken with every downtown business member. Everyone was either enthusiastic or neutral. Most comments revolved around food vendors, so they are not allowing them this year.

Elisha Dorfsmith, Flagstaff, address the Council in support of the event and the street closure.

Jack Wech, Flagstaff, submitted a written support for moving the Earth Day celebration to Heritage Square.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to approve the street closure at Aspen Avenue between San Francisco and Leroux streets on April 18, 2015 from 7:00 am - 4:30 pm.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2015-01:** An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

City Attorney Michelle D'Andrea briefly reviewed this ordinance as they had discussed it previously. She said that the idea is to make sure that amenities that have been promised, and included on the plat, are delivered.

Councilmember Overton voiced concern with the portion of the ordinance that requires assurances on private amenities. City Engineer Rick Barrett said that he shared his concern, clarifying that this was a Department of Real Estate requirement, but he was comfortable with the language enough for him to move forward.

Councilmember Overton said that he completely accepted the utility side, and even landscaping requirements, but he was still struggling with the amenities. He asked how the general public would benefit from a private clubhouse and the City requiring a bond assurance for that type of a facility.

Mayor Nabours said that Flagstaff Ranch was a good example. When they went into bankruptcy the community center and clubhouse were half done. The County had required bonds and so the County called the bonds and the facilities were completed. If that had not occurred, it would have been left to the lot owners. He said that the problem with that, even though it is not a public problem, is that the lot owners are mad and they often look to the County or City asking why they did not require assurances so this could not happen and now they are going to sue.

Councilmember Overton said that he was concerned with the effect this could have on the City's bonding capacity.

Mr. Barrett clarified that this would only be required for those amenities that are shown on the plat and what is required for a plat would not normally be these types of amenities.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, ZONING CODE, CHAPTER, 20, ADMINISTRATION, PROCEDURES AND ENFORCEMENT, DIVISION 100, ASSURANCE OF PERFORMANCE FOR CONSTRUCTION AND REPEALING CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to read Ordinance No. 2015-01 by title only for the first time.

Vote: 5 - 2

NAY: Councilmember Jeff Oravits
Councilmember Scott Overton

RECESS

The 4:00 p.m. portion of the February 17, 2015, Regular Council Meeting recessed at 4:32 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the February 17, 2015, Regular Council Meeting at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

PRESENT	ABSENT
VICE MAYOR BAROTZ	MAYOR NABOURS
COUNCILMEMBER EVANS	COUNCILMEMBER BREWSTER
COUNCILMEMBER OVERTON	COUNCILMEMBER ORAVITS
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

Dr. Robert Neustadt Ph.D presented a draft resolution, requesting that the Council consider it at a future meeting, calling upon the Arizona Board of Regents to recognize Arizona youth with Deferred Action for Childhood Arrivals (DACA) as Arizona citizens for purposes of educational benefits.

Caleb Alexander with Habitat for Humanity reported on their neighborhood revitalization program.

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

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. Consideration and Approval of Agreement: Installation and Maintenance Easement Agreement between the City of Flagstaff and Flagstaff Aspen Place, LLC ***(Grant easement to Flagstaff Aspen Place, LLC)*** .

Assistant to the City Manager for Real Estate David McIntire briefly reviewed this request, explaining that Flagstaff Aspen Place, LLC is the owner of Lots 22 and 23 of the Aspen Place at the Sawmill and the City owns the Rights of Way (ROW) for the streets which surround the two lots. Approved improvements to the lots on the Revised Site Plan extend outside the owner's property and into the City property. These improvements include parking, footings, foundations, building skin and façade, signage, seating and site furniture, canopies, balconies, bicycle racks, landscaping, sidewalks and others. The original approval for these improvements occurred during the Plat, Development Agreement and Site Plan process. There is a note on the Amended Final Subdivision Plat For Aspen Place at the Sawmill Improvement District that requires this easement be provided in a separate instrument. The agreement under consideration grants the perpetual easement for the construction, installation, maintenance, repair, improvement, replacement and removal of all the approved improvements as required on the plat.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Coral Evans to approve the Installation and Maintenance Easement Agreement and authorize the Mayor to execute the agreement

Vote: 4 - 0 - Unanimously

B. **Consideration and Approval of Grant:** Arizona Department of Transportation Intergovernmental Agreement/Joint Project Agreement for funding of the design and construction of the Fourth Street FUTS from Huntington Drive To Butler Avenue. ***(FUTS Improvements on Fourth St.)***

Project Manager Christine Cameron reviewed the request.as outlined in the staff summary.

Councilmember Overton asked if the FUTS trail improvement goes across the I-40/Fourth Street Bridge and if there was an improvement on the bridge structure. Ms. Cameron replied that today there is a stripe; they are not sure of the final outcome but they want to at least provide a clearer stripe. She then clarified some of the FUTS trails indicated on the map.

Vice Mayor Barotz asked what the difference was between the "planned" and "future" trails. Ms. Cameron said that the "planned" trails are included within the five-year plan; the "future" trails are not yet funded.

Moved by Councilmember Coral Evans, **seconded by** Councilmember Scott Overton to approve the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA) between the City of Flagstaff and the Arizona Department of Transportation (ADOT) for grant funds in the amount of $657,000.00 and City funding match in the amount of $39,712.00 for the design and construction of the Fourth Street FUTS project.

Vote: 4 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2015-04:** A Resolution authorizing the City of Flagstaff to provide a loan for up to one-hundred twenty-five thousand dollars ($125,000) to Oakwood Village IV / Flagstaff LP as local government contribution for a Low Income Housing Tax Credit project under the Arizona Department of Housing 2015 Qualified Allocation Plan.

Deputy Housing Director Sara Darr reviewed the request, noting that Oakwood Village IV / Flagstaff LP is seeking a Local Government Contribution (LGC) loan to strengthen its Low Income Housing Tax Credit (LIHTC) application to the Arizona Department of Housing. The 2015 Qualified Allocation Plan (QAP) for the LIHTC program awards up to ten points to any project located in a jurisdiction with a population of less than 550,000 when at least two (2) percent of the total construction cost of the affordable rental project is from a Local Government. The request from Oakwood Village IV / Flagstaff LP is for a loan of up to $125,000 (2% of the Project's total construction cost), resulting in forty (40) new rental units for households earning less than sixty percent of the Area Median Income (AMI), currently $35,700 for a household of four.

Vice Mayor Barotz asked if the City has done this before, and if so how many of these loans have been provided. Ms. Darr said that there have been two in recent years and one further back. She said that the tax credit process with the Arizona Department of Housing is very competitive and these ten points can make a difference. She added that the City has worked with this developer in the past. The loans are typically interest-only for 3% until the end of 15 years. This developer has always paid on time and there have been no issues historically.

Moved by Councilmember Coral Evans, **seconded by** Councilmember Scott Overton to read Resolution No. 2015-04 by title only.

Vote: 4 - 0 - Unanimously

A RESOLUTION AUTHORIZING THE CITY OF FLAGSTAFF TO PROVIDE A LOAN FOR UP TO ONE-HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) TO OAKWOOD VILLAGE IV/FLAGSTAFF LP AS LOCAL GOVERNMENT CONTRIBUTION FOR A LOW-INCOME HOUSING TAX CREDIT PROJECT UNDER THE ARIZONA DEPARTMENT OF GHOUSING 2015 QUALIFIED ALLOCATION PLAN.

Moved by Councilmember Coral Evans, **seconded by** Councilmember Eva Putzova to adopt Resolution No. 2015-04.

Vote: 4 - 0 - Unanimously

16. DISCUSSION ITEMS

A. Update on the Plastic Bag Management Discussion and Community Focus Group

Mayor Barotz explained that this was an opportunity for them the continue the conversation about plastic bag management in the City. Because they do not have a full Council tonight they would invite anyone forward that would like to speak, and will then turn it over to the City Manager to report on his committee. She said that tonight was not the time for the Council to discuss whether to take action, but they will listen carefully and hopefully those that are not there will listen to the recording. She then called forward those that were not able to speak at the last meeting:

- Eric Wolen
- Terry Hubbard
- Michael & Colby Miller
- Carl E. Shrader, M.D.
- Marielle McIntosh
- Barry Brenneman
- David Slipher
- Andy Fernandez
- David Barbell

- Maria Jensen
- Alex Gaynor

The following comments were received:

- Was presenting a survey of independent businesses and how they felt about a ban on plastic bags. Over 80% of all businesses he contacted believed that plastic bags are a problem and believe they should phase out disposable plastic bags.
- Has been in Flagstaff since 1990 and in addition to supporting a bag ban there should also be a positive reinforcement for bringing their own bag.
- They feel they are in the middle of a total ban versus nothing at all.
- They want to make sure their voices are heard.
- They are a local nonprofit and were asking that they and other programs like them be added to the list of exceptions
- Brought greetings from his son, Andy, who was born and raised in Flagstaff and is now Director of Environmental Affairs for the City of Los Angeles
- Led a successful campaign in 2013 in Los Angeles to ban the bags and it has worked well with very few complaints
- Freshman at NAU and supported banning of plastic bags (She then played her guitar and sang a song of support)
- Brought samples of different types of bags, noting that they were easy to grab and use when needed
- Flagstaff is often at the forefront and although he realizes there are issues to be worked out, there are a lot of studies showing how to work through the issues
- Encouraged the Council to move forward with the ban
- Plastic bags cannot be transformed into another plastic
- The term "recycling" should be "down cycling" in talking of plastic bags
- There is no local economic demand for bags
- Plastic bag waste has no place in Flagstaff in 2015
- Works at MRF and sees the problems that the bags are causing; takes a lot of time to clean them out of machines
- Have not found any resource that would take the bags nor does their facility have resources to store them
- Lives in the County; supports an outright ban.
- Clinging to the many conveniences now does not bode well for future generations
- This is a serious situation and it is important that they approach it seriously and accept nothing short of a solution
- Ban, or at least charge a fee

Written comments of support were also received from:

- Spencer K. Hamil
- Brian Leask
- Dylan Lenzen
- Zachary Ty Hutton
- Sarah Holditch
- Connel McCain
- Jonathan Saillant
- John Meyer
- Cameron Lawrence Nelson
- Jordan Morales
- Alex Gaynor
- Emily O'Neil
- Leah Manak
- Marielle McIntosh

- Brandon Van Bibber
- Mary Chum

Vice Mayor Barotz then asked the Interim City Manager to report on his committee.
Mr. Meilbeck came forward and said that he put this item on the agenda for three reasons: 1) provide an opportunity for those that could not speak on January 13; 2) answer questions that were asked of staff; and 3) introduce a focus group that he formed as a way to gain additional input.

Mr. Meilbeck said that he has invited seven individuals from diverse perspectives to serve on a focus group to try and find a solution that all seven could support. Their goal is to fully explore the topic. He added that nothing about the focus group minimizes the work of the Sustainability Commission. He said that the first alternative will be the Commission's recommendation, the second would be staff's recommendation and the third would be the focus group's recommendation.

Councilmember Putzova said that she appreciated the intent of the group, but she was not sure it was a good precedent. Councilmember Evans added that she wanted to be clear that she appreciates the Sustainabillity Commission. They have been working on this issue for years and they are a diverse group. She said that if this had come to Council she would have recommended that if they wanted more input that it be kicked back to the Commission. She wants to be clear that this committee is not being formed because they did not like the recommendation of the first group.

Mr. Meilbeck said that he understood their perspective and he went before the Sustainability Commission prior to asking for a focus group. He said that he got support from the Commission to advance the issue forward.

Councilmember Evans said that she felt strongly that there should be a member of the Sustainability Commission on the focus group so they have some historical information.

Councilmember Putzova said that this process has been quite long. They have been working on it since at least 2012. Regardless of tonight's direction she would hope that there would be a short, limited time for this new group to negotiate a solution that is acceptable. Mr. Meilbeck said that the whole idea was to use this as a way to move the project forward. They are planning to have three sequential meetings in March. The intent is to come back with at least three alternatives for the Council.

Councilmember Overton said that the Council is not yet a point where they can make a decision and this would be a significant change in behavior. The Commission will continue to discuss, and with the focus group working on it as well, if they want to continue to advocate for a good ordinance with the best intent, he does not think that the focus group is a bad thing. He said that he was okay with it, but he did recognize their concerns.

Discussion was held on the composition of the group, and the credibility of it if their work was not transparent. Vice Mayor Barotz said that she had some reservations and felt something was weird if they could not say who each of the members were affiliated with.

Mr. Meilbeck said that he chose this group based on comments heard on January 13 to get those with a difference of perspective. He was not looking so much for the affiliations; that was not his intent.

Vice Mayor Barotz and Councilmembers Evans and Putzova emphasized their support for including a member of the Sustainability Commission on the focus group. Councilmember

Overton said that he could see both sides; not having someone gives them a clean slate and staff would provide the historical information as needed.

Vice Mayor Barotz said that it is a noble goal in politics to perpetually form committees in an effort to get everyone on the same page, but they need to set some definite timelines. Councilmember Overton noted that in the end it is still a decision of the Council.

Vice Mayor Barotz reminded everyone attending and those watching the meeting that if they had ideas they should feel free to forward them to the Council.

Mr. Meilbeck said that he understood the concerns and this was a difficult situation. It is certainly possible and likely that they might not be able to come to a consensus, but as their Interim City Manager he has seen issues come forward, such as Super Wal-Mart and Fluoride, where the Council voted one way and the public voted a different way through referendum. That is an expensive way to deal with issues and that is why he went to the Commission asking for their support, to garner as much support and recommendations as possible. He said that his plan is to bring this back to the Council in May.

Vice Mayor Barotz asked if anyone objected to the process that the Interim City Manager has already begun. Councilmember Putzova said that she would feel better with not having another ad hoc committee. Councilmember Evans said that if it had been up to her, and if for some reason the Council had a lot of questions, she would have preferred to kick it back to the Sustainability Commission with those questions. Councilmember Overton said to proceed as presented. Vice Mayor Barotz said that she has heard some good arguments tonight and concerns raised, and she shared those concerns, but the wheels are in motion and it is difficult to back track. She said that she would support it, but in the future she thought the Council should have had a discussion. She said that she did hear support for inviting someone from the Sustainability Commission to serve on the focus group.

Mr. Meilbeck noted that Nicole Woodman and Pat Bourque would be attending the focus group meetings and they would be facilitated by Kerry Blume.

Sustainability Manager Nicole Woodman then reviewed responses to the questions raised at the January 13, 2015, meeting, as included in Exhibit A attached hereto and made a part hereof.

Councilmember Evans suggested that since this was an issue that many people were interested in, they include a link to the information on the City's homepage.

Brief discussion was held on whether the focus group meetings would be open to the public. Mr. Meilbeck said that the group is designed to talk about the issue. There is no reason that people could not attend, but it is focused on these seven individuals. Ms. D'Andrea clarified that this was a City Manager-appointed committee and the Open Meeting Law did not apply. Mr. Meilbeck said that he would be there for the beginning of the meetings but did not want it to appear that they were be led, so that is why they have invited a facilitator.

Councilmember Putzova asked that they not call it a focus group; it is very different that what is being put together.

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation 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

Councilmember Putzova said that she appreciated Dr. Neusfadt coming forward with the resolution and asked if they could put that on the schedule as soon as possible; it would need to be concluded by March 11. Councilmember Evans and Vice Mayor Barotz also asked that it be brought back.

Ms. D'Andrea said that the next step would be to put it on the Possible Future Agenda Items to get the three votes at that time, or to have Mr. Meilbeck place in on an agenda in his discretion.

Councilmember Putzova reported that she attended the vigil last Saturday for Kayla Mueller and there was a show this evening to show support for those that risk their lives to help others. She hoped that those listening would consider attending it.

Mr. Meilbeck reported that Councilmember Brewster is the NACOG representative and they have a meeting on February 27 when she will be out of town. She will need to find an alternate and he said he would send out an e-mail to find someone willing to participate.

Vice Mayor Barotz said that she, too, attended the memorial for Kayla and it was quite beautiful with so many people that knew her and spoke about her.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 17, 2015, adjourned at 7:45 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
) ss.
Coconino County)

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 on February 17, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of March, 2015.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 17, 2015
COUNCIL CHAMBERS
211 WEST ASPEN
IMMEDIATELY FOLLOWING THE 4:00 P.M.
PORTION OF THE REGULAR MEETING

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of February 17, 2015, to order at 4:33 p.m.

2. Roll Call

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

PRESENT	ABSENT
MAYOR NABOURS	
VICE MAYOR BAROTZ	NONE
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:33 p.m.

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. 38-431.03(A)(3) and (7), respectively.

i. Lot 11 Auto Park

ii. Switzer Mesa FUTS Trail Acquisitions

5. Adjournment

The Flagstaff City Council reconvened into Regular Session at 5:23 p.m. at which time the Special Meeting (Executive Session) of February 17, 2015, adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 24, 2015
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of February 24, 2015, to order at 4:03 p.m.

2. Roll Call

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

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

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:03 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. Hopi v. City of Flagstaff; City of Flagstaff v. Arizona Snowbowl

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS 38-431.03(A)(3).

i. Community Service Agreements

ii. Ford Super Duty Trucks

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:56 p.m. at which time the Special Meeting (Executive Session) of February 24, 2015, adjourned.

Vote: 7 - 0 - Unanimously

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration of Appointments: Heritage Preservation Commission.

RECOMMENDED ACTION:

Make one At Large appointment to a term expiring December 2016.

Executive Summary:

The Heritage Preservation Commission advises the City Council on all matters relating to historic preservation, and reviews development projects in designated historic districts. It consists of seven citizen members; two citizens are professionals in the areas of architecture, history, architectural history, planning or archeology; two citizens shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places; and three citizens shall be at-large from the general community. There is currently one at large seat available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are two applications on file for consideration by the Council, they are as follows:

Charlie Webber (new applicant)
Lynne Corbin (new applicant)

COUNCIL INTERVIEW TEAM: Councilmember Oravits and Councilmember Brewster.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Appointments were made at the meeting of January 6, 2015 meeting. Shortly after that meeting commissioner Sean Berry resigned from the commission creating the vacancy that is before the Council to be filled. Additionally, the City Council recently took action to reduce the number of commissioners on the Heritage Preservation Commission from nine members to seven.

Options and Alternatives:

1) Appoint one Commissioner: By appointing a member at this time, the Heritage Preservation 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.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: HPC Roster
HPC Authority
HPC Applicant Roster
HPC Applications

City of Flagstaff, AZ

HERITAGE PRESERVATION COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Day, Jonathan	**07/15/2014**	**12/16**	**No**
HISTORIC PROPERTY OWNER Self Employed 209 E. Cottage Ave. Flagstaff, AZ 86001 Home Phone: 928-853-3503 Term: (1st 8/12 - 12/13; 2nd 12/13-12/16)			
Dunn, Laurel	**08/27/2012**	**12/15**	**10/20/2011**
HISTORIC PROPERTY OWNER Owner/England House Bed & Breakfast 614 W. Santa Fe Ave. Flagstaff, AZ 86001 Home Phone: 928-214-7350 Term: (1st 08/10-12/12; 2nd 12/12 - 12/15)			
Edwards, Josh	**01/06/2015**	**12/17**	**No**
PROFESSIONAL Archaeologist/Cornerstone Environmental 3631 N. Schevene Blvd. Flagstaff, AZ 86004 Cell Phone: 928-380-0373 Term: (1st 1/15-12/17)			
Hockman, Jean	**01/06/2015**	**12/17**	**No**
AT-LARGE Retired 1970 Fox Hill Rd. Flagstaff, AZ 86004 Home Phone: 928-526-5813 Term: (1st 1/15-12/17)			

City of Flagstaff, AZ

Scandura, Philip	**12/18/2012**	**12/15**	**03/18/2010**
AT LARGE Staff Engineer - Aerospace/Honeywell 4853 S. Bright Angel Trail Flagstaff, AZ 86001 Home Phone: 928-214-8194 Term: (1st 8/10 - 12/12; 2nd 12/12-12/15)			
Zimmerman, David	**08/27/2012**	**12/15**	**11/04/2013**
PROFESSIONAL Planner/Historic Preservation Specialist/ADOT 3001 N. Schevene Blvd. Flagstaff, AZ 86004 Home Phone: 928-380-3057 Term: (1st 12/12 - 12/15)			
Z-VACANT,		**12/16**	**No**
AT LARGE			

Staff Representative: Karl Eberhard

As Of: February 19, 2015

CHAPTER 2-19
HERITAGE PRESERVATION COMMISSION

SECTIONS:

2-19-001-0001 ESTABLISHMENT OF THE COMMISSION
2-19-001-0002 MEMBERSHIP
2-19-001-0003 TERMS AND OFFICERS
2-19-001-0004 MEETINGS
2-19-001-0005 POWERS AND DUTIES

2-19-001-0001 ESTABLISHMENT OF THE COMMISSION

There is hereby created a commission to be known as the Heritage Preservation Commission.

(Ord. 2010-35, Amended, 11/16/2010)

2-19-001-0002 MEMBERSHIP

A. The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.

2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.

3. At least three (3) members shall be from the general community.

4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.

B. Appointed members shall have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large. (Ord. No. 2005-08, Amended 04/05/2005; Ord. No. 2007-07, Amended 02/06/2007; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-19-001-0003 TERMS AND OFFICERS

A. Terms of appointment shall be three years, or until a successor is appointed.

B. A chairperson and vice-chairperson shall be elected from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second, consecutive term as chairperson, such commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired.

(Ord. 2010-35, 11/16/2010)

2-19-001-0004 MEETINGS

The Commission shall at a minimum hold at least one regular meeting quarterly, but shall normally hold monthly meetings.

A quorum shall be one more than half of the full membership of the Commission.

(Ord. No. 2005-08, Amended 04/05/2005; Ord. 2010-35, Amended, 11/16/2010)

2-19-001-0005 POWERS AND DUTIES

A. The Commission may recommend to the City Council that properties be designated landmarks or historic design review districts, subject to the procedures and requirements of the adopted land use regulations and/or development code of the City of Flagstaff. See Title 10, Chapter 30 of the City Code for Purpose, Applicability, Procedures and Requirements.

B. The Commission shall increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.

C. The Commission shall advise and assist owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation, and reuse.

D. The Commission shall make recommendations to the City Council concerning the utilization of federal, state, local or private funds to promote the preservation of landmarks and historic districts within the City.

E. The Commission may recommend acquisition of landmark structures by the City where:

1. preservation is essential to the purposes of the Land Development Code;

2. private preservation is not feasible, and where either imminent demolition is pending or, for a period in excess of one year, required maintenance of said structures according to City Building Codes has not been accomplished due to deficiencies of ownership affecting maintenance; and

3. where preservation of said structures is related to some other existing plan or report.

F. The Commission shall review and make decisions on any development application for a Certificate of Appropriateness and require the same plans to be submitted to the Development Review Board, plus applicable elevation drawings.

G. The Commission shall develop and adopt design guidelines for historic and non-historic structures within designated design review districts, or individual historic structures or landmarks, to assist property owners and developers in preservation, renovation, rehabilitation, and reuse of historic structures and others within designated districts. If there is more than one designated district, the Commission shall develop appropriate design guidelines for each district. The design guidelines, and major amendments thereto, shall be subject to a public hearing before the Commission, including notification of the property owners within the district to which they would apply, per procedures outlined in Section 10-30.30 of the City Code.

H. The Commission shall carry out other such duties as determined by the City Council; and present other recommendations the City Council deems pertinent.

(Ord. No. 1857, Enacted, 02/07/95; Ord. No. 1997, Amended, 06/15/1999; Ord. 2010-35, Amended, 11/16/2010)

City of Flagstaff, AZ

HERITAGE PRESERVATION COMMISSION APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Corbin, Lynne Project Director/NAU 215 N. Park Flagstaff, AZ 86001 Home Phone: 928-774-8471 Term: 1st			**03/12/2013**
Webber, Charlie Cultural Resources Specialist/USDA Natural Resources Conservation Service 830 W. Summit Ave. Flagstaff, AZ 86001 Home Phone: 802-299-7950			**No**

Staff Representative: **Karl Eberhard**

As Of: **February 19, 2015**

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. DATE: 2/4/15
APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR!

BOARD/COMMISSION YOU WISH TO SERVE ON: Historic Preservation

IF APPLICABLE, TYPE OF SEAT FOR WHICH YOU ARE QUALIFIED: Member at large or hist. property owner

YOUR NAME: Lynne Corbin HOME PHONE: 774-8471

HOME ADDRESS: 215 North Park Flagstaff ZIP: 86001

MAILING ADDRESS (If Different from Above): _____

EMPLOYER: NAU JOB TITLE: Proj Director

BUS. PHONE: _____ CELL: _____ E-MAIL Lynne.Corbin@nau.edu

PLEASE INDICATE PREFERRED TELEPHONE: ☒ HOME ☐ WORK ☐ CELL

PLEASE INDICATE AGE GROUP: ☐ 18-34 ☐ 35-54 ☒ 55+

PLEASE INDICATE EDUCATION: ☐ High School ☐ College ☒ Post Graduate

NUMBER OF YEARS LIVING IN THE FLAGSTAFF AREA: +35 years

BACKGROUND INFORMATION: Please explain how your community activities and other relevant experience/ interests are applicable to this board or commission.
I have no training in hsitoric preservation but I have served as a commission member and believe have contibuted in meaningful ways.

Why do you want to serve on the board or commission you listed? (Attach additional page if needed.)
I am a vested member of the community as well as an owner of a historic home. I am intersted in preserving Flagstaff's unique history and character as I believe this is what positively contibutes to the quality of life in Flagstaff.

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.

_____
Applicant Signature

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

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Sunday, January 11, 2015 8:02 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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:*	01/11/2015		
Board/Commission you wish to serve on:*	Heritage Preservation Commission		
If applicable, type of seat for which you are qualified:			
Your Information			
Name:*	Charlie Webber	Home Phone:*	802 299-7950
Home Address:*	830 West Suumit Ave	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	USDA Natural Resources Concervation Service	Job Title:*	Cultural Resources Specialist
Business Phone:	928 214-0459 ext 116	Cell:	802 299-7950
E-mail:*	webbercc@hotmail.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	
Please indicate age group:*	( ) 18-34 (X) 35-54	( ) 55+	
Please indicate education:*	( ) High School ( ) College	(X) Post Graduate	
Number of years living in the Flagstaff area:*	10		
Background Information			

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.*
I moved to flagstaff in the summer of 2005 to attend NAU for a Masters in Anthropology and have been working in cultural resources management in northern Arizona ever since. While I was in graduate school, I worked as an archaeologist for Flagstaff Area National Monuments, and then I worked as a Vanishing Treasures Archaeologist at Grand Canyon National Park. I currently work for the Natural Resources Conservation Service as their northern Arizona Cultural Resources Specialist. I have an extensive understanding about the various cultural resource Regulations and would be honored to put them to work for Flagstaff. My wife and I have lived in Flagstaff for 10 years and have come to love the rich history of the region. One of our favorite activities is walking through downtown and the surrounding neighborhoods of the historic district. We appreciate that the city has embraced the protection its historic past while simultaneously meeting the needs of a modern city. I feel that my experience in cultural resources management combined with my love of the history of Flagstaff makes me a good candidate for this commission.
Why do you want to serve on the board or commission you listed?*
My wish to serve on this commission comes from a desire to use the knowledge that I have acquired in cultural resources management and give back to my community. I believe one of the most important aspects of community is understanding and protecting our collective history. Working with business owners and property owners to protect the significance of historic buildings and promoting creative ways to adaptively reuse these structures is important to the future of the Flagstaff we all love.

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.

View any uploaded files by signing in and then proceeding to the link below:
http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=14367

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

Date:: 01/11/2015

Board/Commission you wish to serve on:: Heritage Preservation Commission

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

Name:: Charlie Webber

Home Phone:: 802 299-7950

Home Address:: 830 West Suumit Ave

Zip:: 86001

Mailing Address (If different from above)::

Employer:: USDA Natural Resources Concervation Service

Job Title:: Cultural Resources Specialist

Business Phone:: 928 214-0459 ext 116

Cell:: 802 299-7950

E-mail:: webbercc@hotmail.com

Indicate preferred telephone:: Home

Please indicate age group:: 35-54

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 10

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I moved to flagstaff in the summer of 2005 to attend NAU for a Masters in Anthropology and have been working in cultural resources management in northern Arizona ever since. While I was in graduate school, I worked as an archaeologist for Flagstaff Area National Monuments, and then I worked as a Vanishing Treasures Archaeologist at Grand Canyon National Park. I currently work for the Natural Resources Conservation Service as their northern Arizona Cultural Resources Specialist. I have an extensive understanding

about the various cultural resource Regulations and would be honored to put them to work for Flagstaff.

My wife and I have lived in Flagstaff for 10 years and have come to love the rich history of the region. One of our favorite activities is walking through downtown and the surrounding neighborhoods of the historic district. We appreciate that the city has embraced the protection its historic past while simultaneously meeting the needs of a modern city. I feel that my experience in cultural resources management combined with my love of the history of Flagstaff makes me a good candidate for this commission.

Why do you want to serve on the board or commission you listed?: My wish to serve on this commission comes from a desire to use the knowledge that I have acquired in cultural resources management and give back to my community. I believe one of the most important aspects of community is understanding and protecting our collective history. Working with business owners and property owners to protect the significance of historic buildings and promoting creative ways to adaptively reuse these structures is important to the future of the Flagstaff we all love.

Additional Information:
Form submitted on: 1/11/2015 8:01:44 PM
Submitted from IP Address: 24.121.13.106
Referrer Page: http://www.flagstaff.az.gov/index.aspx?NID=1690
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Action on Liquor License Application: Pamela Hentschel, “Flagstaff General Store", 5270 N. Hwy. 89, Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. The property has been posted as required, and the Police, Community Development and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

1) Table the item if additional information or time is needed.
2) Make no recommendation.
3) Forward the application to the State with a recommendation for approval.
4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 10 liquor license was received from Pamela Hentschel for Flagstaff General Store, 5270 N. Hwy. 89.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is February 27, 2015.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on February 10, 2015. No written protests have been received to date.

Attachments:

FGS - Letter to Applicant
Hearing Procedures
Series 10 Description
FGS - PD Memo
FGS - Code Memo
FGS - Tax Memo

OFFICE OF THE CITY CLERK

February 19, 2015

Flagstaff General Store
Attn: Pamela Hentschel
5270 N. Hwy 89
Flagstaff, AZ 86004

Dear Ms. Hentschel:

Your application for a new Series 10 liquor license for Flagstaff General Store at 5270 N. Hwy. 89, was posted on February 10, 2015. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 3, 2015 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on March 2, 2015 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

Memo # 15-013-01

MEMORANDUM

TO **Chief Treadway**

FROM **Sgt. Matt Wright #704**

DATE **February 13, 2015**

REF **LIQUOR LICENSE APPLICATION – SERIES 10- FOR "Flagstaff General Store"**

On February 13, 2015, I initiated an investigation into an application for a series 10 (beer and wine store) liquor license filed by Pamela Hentschel. Pamela is the listed agent and controlling person for the Flagstaff General Store. Pamela indicates she will be present most of the operational hours and will also oversee the day to day operations. Flagstaff General Store is located at 5270 N. Hwy., 89 in Flagstaff. The liquor license application number is 10033199.

I spoke with Pamela who stated the business is currently open and she is not selling beer or wine until they get the liquor license. Pamela also stated she had taken one of the mandatory liquor law training courses but has to take the managers course. Pamela confirmed that she would successfully complete this course prior to the liquor license being issued.

I conducted an inspection of the business. I learned the Flagstaff General Store sells arts and craft and home décor items. I spoke with Pamela who stated she wanted the beer and wine license so she could sell craft beer in growlers, and a small assortment of bottled wine. Pamela stated in the back of the store she has set aside a locked storage area and planned to remodel to have a have small area to sell the beer and wine. Pamela confirmed she knew the license that she was applying for only allowed her to sell beer and wine in sealed bottles for offsite consumption. Pamela stated this would be her first liquor license and has never received any liquor law violations. Flagstaff General Store is located more than 300 feet away from the nearest school or church.

I conducted local records and a public access check on Pamela Hentschel and no criminal records were found. As a result of this investigation, I can find no reason to oppose this application. Recommendation to Council would be for approval.

Planning and Development Services Memorandum

February 18, 2015

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Tom Boughner, Code Compliance Mgr.

RE: Application for Liquor License #10033199
5270 North Highway 89. Flagstaff, Arizona 86004
Assessor's Parcel Number 113-16-011N
Pamela Hentschel on behalf of Flagstaff General Store

This application is a request for a new, Series 10, beer and wine sales, liquor license, by Pamela Hentschel on behalf of Flagstaff General Store. This retail store is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

←2

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: February 11, 2015

Re: Series 10 Liquor License – New License – Flagstaff General Store

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I have reviewed our records for Flagstaff General Store and have no objection to approval of this liquor license.

/liquor licenses/Flag General Store.doc

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Utilities Engineering Manager

Date: 02/25/2015

Meeting Date: 03/03/2015

TITLE:

Consideration and Approval of Contract: Lake Mary Well #2 Waterline Replacement.

RECOMMENDED ACTION:

1) Approve the construction contract with McDonald Bros Construction in the amount of $417,448 (includes a $24,000 contract allowance) and a contract time of 122 calendar days;
2) Approve Change Order Authority to the City Manager in the amount of $17,000 (10% of the contract amount, less allowance);
3) Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of this contract will authorize construction of the Lake Mary Well #2 Waterline project in accordance with the approved public improvement plans prepared by WLB Group dated August 8, 2013. Project work will include installing a new waterline between Lake Mary Well number 2 (LMW2) and the Lower Lake Mary Pump Station. The existing waterline between LMW2 and the Lower Lake Mary Pump Station was installed in 1940, is above grade and exposed to freezing temperatures during the wintertime. This condition prevents the Utilities department from utilizing this well during the winter months.

Project has been delayed two years in order to obtain Forest Service permit authorization and the relocation construction is in accordance with the stipulations in the Master Special Use Permit issued to the City of Flagstaff dated 10/6/2004 by the Coconino National Forest. All necessary Forest Service and Arizona Department of Environmental Quality construction permits have been obtained. This project is scheduled in the Utilities Capital 5-year plan, funded by Utility Rates and project funding was authorized by City Council in June 2013.

Financial Impact:

The total contract amount will be $417,448. The project has a total FY14 budget appropriation of $321,000 in account 202-08-370-3183-0-4271. The remaining $96,448 in funding to be taken from Utilities Water Production Operations budget, Lake Mary Well maintenance account number 202-08-301-1021-0-4229.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

2) Ensure Flagstaff has a long-term water supply for current and future needs
3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

11) Ensure that we are as prepared as possible for extreme weather events

Has There Been Previous Council Decision on This:

The Council adopted the FY14 budget at the June 2013 Council meeting and this appropriation was included in that budget.

Options and Alternatives:

1) Approve the award as recommended. Approval will allow the work to move forward in calendar 2015 or;
2) Reject approval of this award. This would delay the project. If rejection occurs, possible options include:

- re-advertise the project and open new bids;
- suspend or cancel the project.

Background/History:

This project involves the replacement of a 12" Ductile Iron waterline from Lake Mary Well#2 to the Lower Lake Mary Pump Station. The existing line was installed in 1940, it is above ground and exposed to freezing temperatures during the winter. Existing line runs through a portion of Lower Lake Mary Dam. The new pipeline route will be shorter and provide for a connection from Lake Mary Well #1 as well. A photo of the existing line is attached to this staff summary.

Installation of this line has been delayed since 2013 awaiting Forrest Service permit authorization. This relocation construction is in accordance with the stipulations in the Master Special Use Permit issued to the City of Flagstaff dated 10/6/2004 by the Coconino National Forest. All necessary Forest Service and Arizona Department of Environmental Quality construction permits have been obtained.

Staff advertised bid solicitations for this project on 10/27/2014 through 12/3/2014. There were a total of 10 bids submitted, and staff determined McDonald Bros Construction to be the lowest responsive responsible bidder.

Key Considerations:

The City of Flagstaff Utility Department is planning to install a new waterline between Lake Mary Well number 2 (LMW2) and the Lower Lake Mary Pump Station. Project work will include replacement of 4800 feet of twelve inch water line from Lake Mary Well #2 along Crimson Road to Forest Service Road 296, ending at the Lower Lake Mary Pump Station. The existing waterline between LMW2 and the Lower Lake Mary Pump Station is above grade in one location and can only be used as a water supply during the warm summer months. The Utilities department has been planning replacement of this line since FY 2001.

The anticipated timeline for construction is May 1-August 30, 2015.

Expanded Financial Considerations:

Below is a summary of the bids received.

Vendor	Bid Amount
McDonald Bros Construction	$417,448.
RK Sanders Construction	$431,810.
LB Contracting	$457,425.
Redpoint	$468,070.
Intermountain	$478,440.
Tri-Com	$478,603.75
Capital Improvements	$560,425.
T&T Construction	$583,355
Eagle Mountain	Non Responsive
Kincaid Civil Construction	Non Responsive

The Contract Allowance is established to accommodate costs for unanticipated items of work and is included in the contract amount.

Change Order Authority establishes a dollar amount (10% of the contract amount, less allowance) and provides the City Manager, on behalf of the City Council, authority to amend the contract amount in response to unforeseen costs that are more than the contracted amount.

Community Benefits and Considerations:

The community benefits of this project include:

- Replacement of aging waterline infrastructure (75 years old) which is subject to failure and beyond its useful life.
- New water infrastructure to meet current engineering standards and to allow water production from well #2 to be utilized in the City system during the wintertime. Currently well #2 is only able to operate during the warm summer months due to pipeline freeze conditions.
- Reduced maintenance and emergency repairs on this line.

Community Involvement:

Inform: Utilities staff has met with the Water Commission members and City Council through public Capital Improvement review and budget presentations on this project since 2001.

Involve: Consultant and Utilities staff has met with Coconino National Forrest Service personnel numerous times during the permit review process.

Expanded Options and Alternatives:

1. Approve the award as recommended. This would allow the project to be built in summer 2015.
2. Reject approval of this award. This option would delay the construction start and likely cause the work to span two construction seasons which would prevent water supplies from Lake Mary Well #2 to be available until work was completed. This may also increase project costs.

Attachments: Construction Contract
Lake Mary Well #2 Exposed Waterline
Vicinity Map

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
and
McDonald Brothers Construction

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2015, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and McDonald Brothers Construction, an Arizona company "Contractor") with offices at1535 S. Quarterhorse Lane, Camp Verde, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Lake Mary Well #2 Waterline Relocation Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$417,488.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred twenty-two (122) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the

Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City. The City shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Agreement and that Contractor shall also remain liable under all obligations, terms and conditions of this Agreement.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	Randy McDonald, President
Senior Procurement Specialist	McDonald Brothers Construction
211 West Aspen Avenue	1535 S. Quarterhorse Lane
Flagstaff, AZ 86001	Camp Verde, AZ 86322

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will 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 Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

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

26. 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.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third Party Beneficiaries. The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. 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 Contract.

30. Severability. If any part of this Contract 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 Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

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

Owner, City of Flagstaff

Jeff Meilbeck, Interim City Manager

Attest:

City Clerk

Approved as to form:

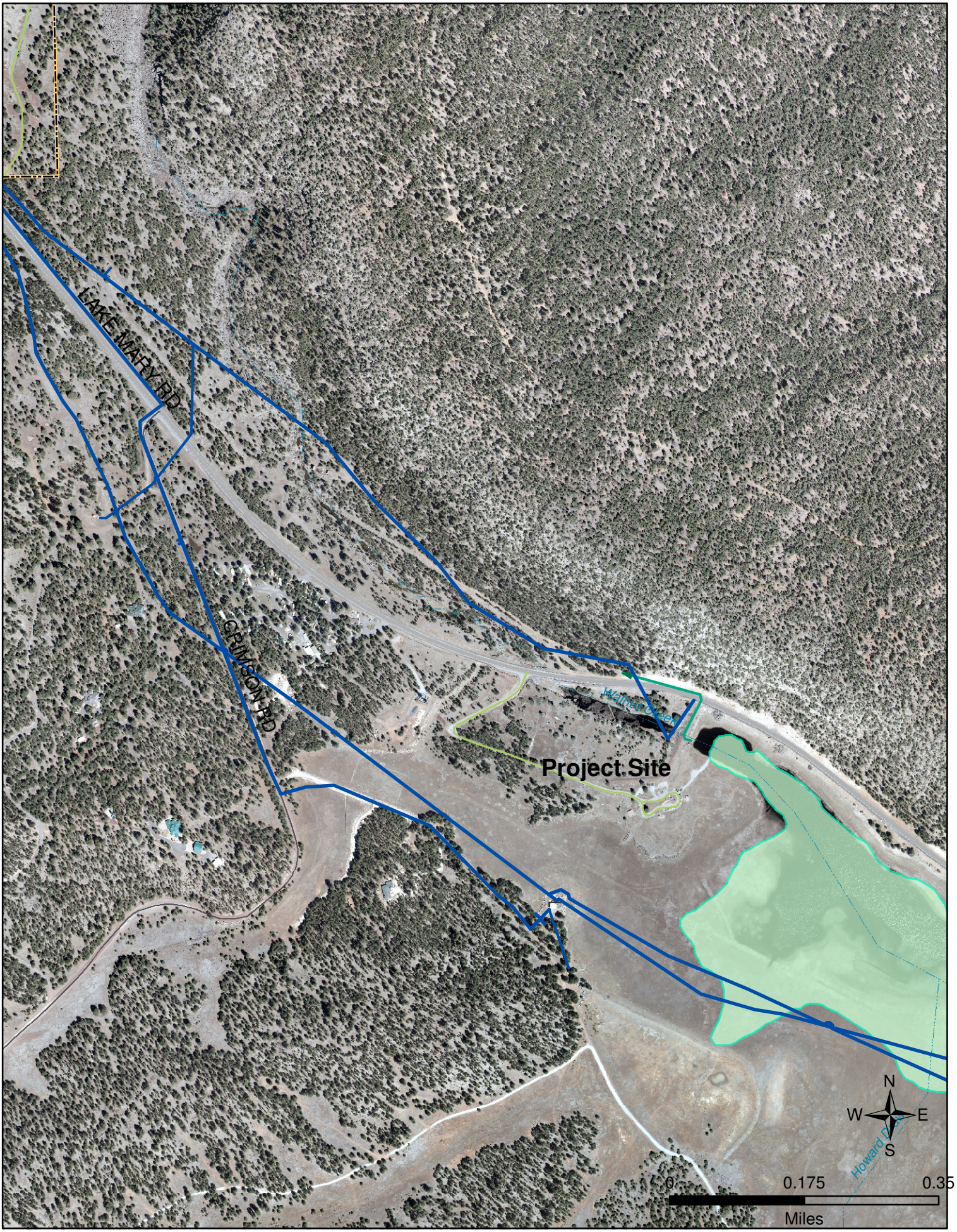
City Attorney

McDonald Brothers Construction

Signature

Printed Name

City of Flagstaff - Utilities Department



GIS Vicinity Map

Figure 1

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rebecca Sayers, Public Works Section Head

Co-Submitter: Michael O'Connor, Public Works Section Head

Date: 02/25/2015

Meeting Date: 03/03/2015

TITLE:

Consideration and Approval of Contract: Construction Manager at Risk Construction Contract for Street Maintenance Program 2015 ***(Approve agreement with C and E Paving and Grading, LLC)***.

RECOMMENDED ACTION:

1) Approve the Construction Manager at Risk Construction Contract with C and E Paving and Grading, LLC in an amount not to exceed $3,424,179.29 for Guaranteed Maximum Price (GMP) #1 (Overlay projects and annual airport crack seal), and an amount not to exceed $2,779,486.39 GMP #2 (Chip Seal projects).
2) Authorize Change Order Authority of 5% each for GMP #1 in the amount of $ 171,208.97, and for GMP #2 in the amount of $ 138,974.32 to cover potential costs associated with unanticipated or additional items of work.
3) Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this contract will allow the City to complete construction of the 2015 Street Maintenance Program. The Overlay portion of the program, which includes 16 streets (18.6 lane miles), is funded from the recently voter-approved Road Repair and Street Safety Initiative, which shows voters that we are keeping promises made during the campaign that we would begin projects right away. The Chip Seal portion of the program, which includes 126 streets (95.4 lane miles), is funded from the Street Maintenance Section's annual ongoing and one-time budget. This is the most chip sealing we have done in the last eight years. Last year we completed 18 lane miles of overlay and 20 lane miles of chip seal. This year's program is very extensive due to the voter-approved initiative and will impact many residents and businesses on the west side of town. We will do our best to inform the public and nearby residents and businesses of the areas we will be working in and mitigate as many impacts as possible during construction.

The Overlay GMP is approximately $3.42 Million and the Chip Seal GMP is approximately $2.78 Million. If the contract is approved as presented, we anticipate starting construction in mid-March. Approval of the contract will further demonstrate Council's commitment to maintaining City infrastructure through the annual budgeting process as well as improving infrastructure through the first project utilizing funding approved by voters last November.

Financial Impact:

Funding for the overlay portion of GMP #1 is to be provided by the 2014 voter approved sales tax increase in account 046-06-163-3321-6. We are also completing annual crack sealing at the airport which is budgeted in account 221-07-221-0884-0 in the amount of $21,000. The airport project is included in the total amount for GMP #1. Funding for GMP #2 is provided by the annual Street Maintenance Program and is funded in account 040-06-162-3073-6 in FY15.

Connection to Council Goal and/or Regional Plan:

Council goals connected to these projects include:
3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
11) Ensure that we are as prepared as possible for extreme weather events

Regional Plan goals that apply include:
Goal LU.7. Provide for public services and infrastructure.
Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.
Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.
Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Has There Been Previous Council Decision on This:

Yes. Council previously approved the design phase services contract on November 18, 2014.

Options and Alternatives:

1. Approve the Construction Manager at Risk Construction Phase Services Agreement as presented.
2. Reject the Agreement and direct staff to pursue traditional design-bid-build project delivery. This would delay progress on the project by two months.

Background/History:

The City has established an annual program to maintain existing street pavements. This year, the program provides three major services: non-structural upgrades by overlay, ADA compliance and chip sealing.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the City. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

In recent years, the Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) in lieu of the traditional Design-Bid-Build method of project delivery. These alternative methods allow a contracting agency the opportunity to select a construction team utilizing a Qualifications Based selection process to procure construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices under a single procurement.

On November 18, 2014, Council approved award of the Design Phase Services Contract for the 2015,

2016 and 2017 programs to C and E Paving and Grading, LLC. in the amount of $ 112,821. Design Phase Services including program and budget evaluation, project scheduling, design document reviews, constructability reviews, detailed cost estimating, and preparation of final construction documents have now been completed. Based upon the Design Phase Services, C and E Paving and Grading, LLC has provided a Guaranteed Maximum Price (GMP) to complete construction of the annual improvement project. The GMP includes costs for construction, a CM at Risk contingency, construction fee, costs for General Conditions including bonds and insurance, and sales taxes.

Key Considerations:

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements. Chip seal work provides a cost effective pavement preservation treatment to maintain newer pavements in a good condition.

Expanded Financial Considerations:

Funding for the overlay portion of the Street Maintenance Program (GMP #1) is to be provided by the 2014 voter approved sales tax increase. Funding for the pavement preservation portion of the Street Improvement Program (GMP #2) is provided by the budget in FY 2014/2015 as well as other accounts (see Funding Summary below). The contract includes an owner's contingency of $ 50,000.00 for GMP # 1 and $ 50,000.00 for GMP # 2 to cover the potential cost of unanticipated or additional work which may be required during construction.

FLAGSTAFF STREET MAINTENANCE PROGRAM 2015 FUNDING SUMMARY:

Account Number	Description	Budget
046-06-163-3321-6	Pavement Overlay (GMP #1)	$3,700,000*
040-06-162-3073-6	Pavement Preservation - Chip Seal (GMP #2)	$2,942,982
221-07-221-0084-0	Airport Crack Seal	$ 21,000

* The City has $2 million appropriated in the Transportation Fund contingency. The remaining appropriation will come from the Core Services Facility but paid for from the new road repair and street safety sales tax.

Community Benefits and Considerations:

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of asphalt City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Use of the Construction Manager at Risk method of project delivery eliminates the need for an advertisement/bid/award process and cuts approximately two months off the project development schedule. In addition, value engineering, constructability reviews and design input conducted as part of this service agreement have the potential to realize significant construction cost savings over the traditional design-bid-build delivery method.

Community Involvement:

Inform - The Public Works Division will prepare weekly news releases that are distributed to the local media outlets describing the location of the street construction and any traffic restrictions planned for the week. The contractor will distribute written notices to all the adjacent businesses and residents in advance of the construction. In addition, site maps of the streets planned for construction activities will be provided on the City's website.

Attachments:

GMP #1
GMP #2
Overlay Streets List
Overlay Map
Chip Seal Street List
Chip Seal Map
Construction Agreement CMAR

GMP SUMMARY
2015

STREET MAINTENANCE PROGRAM

PROJECT NO: 01-15001

ASPHALT OVERLAY

GMP # 1

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2015
PROJECT NUMBER:	01-15001
LAST UPDATED:	
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations - **2015 Asphalt Overlay**
OWNER PHONE:	(928) 213-2108

C and E
PAVING & GRADING L.L.C.

GMP SUMMARY					
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)				$2,646,028.20
B	CM@RISK'S CONTINGENCY				$50,000.00
	INDIRECT COSTS			RATE	$2,696,028.20
C	CONSTRUCTION FEE			4.8%	$161,960.62
D	GENERAL CONDITIONS			9.8%	$330,669.56
	D1	PAYMENT AND PERFORMANCE BOND	$21,189.85	0.628%	
	D2	INSURANCE	$41,839.82	1.24%	
E	SALES TAX ON MATERI	(8.951)		0.054983	$185,520.91
			F. TOTAL GMP		$3,374,179.29
			G. OWNER'S CONTINGENCY		$50,000.00
			H. CONTRACT AMOUNT		$3,424,179.29

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

PROJECT NAME:	City of Flagstaff Street Maintenance Program - 2015
PROJECT NUMBER:	01-15001
LAST UPDATED:	
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations **2015 Asphalt Overlay**
OWNER PHONE:	(928) 213-2108

C and E
PAVING & GRADING L.L.C.

PHASE #		CATEGORY DESCRIPTION	NOTES / SCOPE	BUDGET
General Requirements				
1		VEHICLE / FUEL ALLOWANCE		$44,005.00
1		PROJECT MANAGER		$59,310.30
1		SUPERINTENDENT		$48,180.15
1		OFFICE PERSONEL		$8,200.20
1		OFFICE SUPPLIES AND EQUIPMENT		$2,378.00
1		SITE MECHANIC & SERVICE TRUCK		$27,865.00
1		TEMP SANITARY FACILITIES		$1,353.00
1		ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC		$3,587.00
		SURVEY		$9,300.00
1		MOBILIZATION		$21,284.00
1		WARRANTY RESERVE	1.25% OF PROJECT	$42,177.24
1		GL INSURANCE	1.24% OF PROJECT	$41,839.82
1		PERFORMANCE BOND	.0062827% OF PROJECT	$21,189.85
TOTAL				$330,669.56

COST SCHEDULE OF VALUES

2015 City Street Maintenance Program

Schedule of Values

C and E Paving & Grading L.L.C.

BID NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	Unit Cost	Cost
1	Adjust Manhole Frame & Cover (City DTL 9-03-060)	117.0	EA	$575.00	$67,275.00
2	Adjust Meter Box in Sidewalk	6.0	EA	$25.00	$150.00
3	Airport Crack Fill	5.7	T	$3,350.00	$19,095.00
4	Owner Contingency	1.0	EA	$0.00	$0.00
5	Crack Sealing	42.6	T	$3,350.00	$142,710.00
6	Hot Mix Asphalt - (Large Thermal Crack Filler)	150.0	T	$242.25	$36,337.50
7	Lower Manhole Frame & Cover, Sewer Cleanout, Blowoffs and Survey Handholes	107.0	EA	$382.00	$40,874.00
8	Modified Asphaltic Concrete	9,638.7	T	$109.98	$1,060,064.23
9	Pavement Milling	80,870.6	SY	$2.47	$199,750.38
10	Remove and replace Concrete Apron & Valley Gutter	506.8	SF	$19.20	$9,730.56
11	Remove and replace Concrete Driveway (including. 6" ABC)	2,121.0	SF	$19.20	$40,723.20
12	Remove and replace Curb and Gutter (Roll- including 3" ABC)	283.8	LF	$34.10	$9,677.58
13	Remove and replace Curb and Gutter (Vertical- including. 3" ABC)	1,311.0	LF	$34.60	$45,360.60
14	Remove and replace Curb in Apron	14.0	LF	$35.00	$490.00
15	Remove and replace Pavement (4" AC [c-3/4"]) Patch	398.5	SY	$75.82	$30,214.27
16	Remove and replace Sidewalk (including. 3" ABC)	17,525.4	SF	$10.50	$184,016.70
17	Remove and replace Survey Monuments	47.0	EA	$160.00	$7,520.00
18	Remove Ramp & install Detachable Warning (ADA Ramp MAG 235-3) including 3" ABC	13.0	EA	$1,906.00	$24,778.00
19	Remove Ramp & install Detachable Warning (ADA Ramp MAG 235-4) including 3" ABC	1.0	EA	$1,906.00	$1,906.00
20	Remove, replace & adjust Water Valve Box and Cover	192.0	EA	$731.00	$140,352.00
21	Street rebuilding & patching Contingency	300.0	SY	$58.08	$17,424.00
22	Striping and Marking	1.0	LS	$37,482.18	$37,482.18
23	Tack Coat (SS-1H)	27.3	T	$1,140.00	$31,122.00
24	Traffic Control	1.0	LS	$293,912.00	$293,912.00
25	Lower Water Valve Box	155.0	EA	$366.00	$56,730.00
26	Adjust Sewer Cleanout, Blowoffs and Survey Handholds (City DTL 9-03-062)	7.0	EA	$507.00	$3,549.00
27	Manhole Reconstruct	8.0	EA	$12,518.00	$100,144.00
28	Remove Ramp & retrofit Detachable Warning (ADA Ramp MAG 232) including 3" ABC	31.0	EA	$1,440.00	$44,640.00
29	CMAR Contingency	1.0	EA	$0.00	$0.00
				Total=	**$2,646,028.20**

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-060)	SUBCONTRACTOR	117.0	EA	$535.00	$62,595.00	
		MATERIALS					
		EQUIPMENT					
		LABOR				$4,680.00	
			117.0	EA	$575.00	Total:	$67,275.00
2	ADJUST METER BOX IN SIDEWALK	SUBCONTRACTOR	6.0	EA	$25.00	$150.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			6.0	EA	$25.00	Total:	$150.00
3	AIRPORT CRACK FILL	SUBCONTRACTOR	5.7	T	$3,300.00	$18,810.00	
		MATERIALS					
		EQUIPMENT				$35.00	
		LABOR				$250.00	
			5.7	T	$3,350.00	Total:	$19,095.00
4	OWNER CONTINGENCY	SUBCONTRACTOR	1.0	EA	$0.00	$0.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.0	EA	$0.00	Total:	$0.00
5	CRACK SEALING	SUBCONTRACTOR	42.6	T	$3,300.00	$140,580.00	
		MATERIALS					
		EQUIPMENT				$255.00	
		LABOR				$1,875.00	
			42.6	T	$3,350.00	Total:	$142,710.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
6	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	SUBCONTRACTOR					
		MATERIALS	150.0	T	$72.00	$10,800.00	
		EQUIPMENT				$15,115.00	
		LABOR				$10,422.50	
			0.0	T	$242.25	Total:	$36,337.50
7	LOWER MANHOLE FRAME & COVER, SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES	SUBCONTRACTOR	107.0	EA	$350.00	$37,450.00	
		MATERIALS					
		EQUIPMENT					
		LABOR				$3,424.00	
			107.0	EA	$382.00	Total:	$40,874.00
8	MODIFIED ASPHALTIC CONCRETE	SUBCONTRACTOR		T			
		MATERIALS	9638.70		$97.50	$939,773.25	
		EQUIPMENT				$97,322.00	
		LABOR				$22,968.98	
			-	T	$109.98	Total:	$1,060,064.23
9	PAVEMENT MILLING	SUBCONTRACTOR	80,870.60	SY	$2.37	$191,663.32	
		MATERIALS				$420.00	
		EQUIPMENT				$6,620.00	
		LABOR				$1,047.06	
			80,870.60	SY	$2.47	Total:	$199,750.38
10	REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER	SUBCONTRACTOR	506.8	SF	$7.55	$3,826.34	
		MATERIALS				$100.00	
		EQUIPMENT				$1,686.00	
		LABOR				$4,118.22	
			506.8	SF	$19.20	Total:	$9,730.56

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
11	REMOVE AND REPLACE CONCRETE DRIVEWAY (INCLUDING. 6"ABC)	SUBCONTRACTOR	2,121.00	SF	$7.55	$16,013.55	
		MATERIALS				$400.00	
		EQUIPMENT				$6,914.00	
		LABOR				$17,395.65	
			2,121.00	SF	$19.20	Total:	$40,723.20
12	REMOVE AND REPLACE CURB AND GUTTER (ROLL-IN CLUDING 3" ABC)	SUBCONTRACTOR	283.80	LF	$16.00	$4,540.80	
		MATERIALS				$100.00	
		EQUIPMENT				$2,280.00	
		LABOR				$2,756.78	
			283.80	LF	$34.10	Total:	$9,677.58
13	REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC)	SUBCONTRACTOR	1,311.00	LF	$16.50	$21,631.50	
		MATERIALS				$460.00	
		EQUIPMENT				$10,141.00	
		LABOR				$13,128.10	
			1,311.00	LF	$34.60	Total:	$45,360.60
14	REMOVE AND REPLACE CURB IN APRON	SUBCONTRACTOR	14.00	LF	$17.00	$238.00	
		MATERIALS				$0.00	
		EQUIPMENT				$116.00	
		LABOR				$136.00	
			14.00	LF	$35.00	Total:	$490.00
15	REMOVE AND REPLACE PAVEMENT (4" AC [C-3/4"]) PATCH	SUBCONTRACTOR	398.50	SY			
		MATERIALS				$9,870.00	
		EQUIPMENT				$12,223.00	
		LABOR				$8,121.27	
			398.50	SY	$75.82	Total:	$30,214.27

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
16	REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC)	SUBCONTRACTOR	17,525.40	SF	$3.95	$69,225.33	
		MATERIALS				$1,850.00	
		EQUIPMENT				$36,341.00	
		LABOR				$76,600.37	
			17,525.40	SF	$10.50	Total:	$184,016.70
17	REMOVE AND REPLACE SURVEY MONUMENTS	SUBCONTRACTOR	47.00	EA	150.00	$7,050.00	
		MATERIALS					
		EQUIPMENT					
		LABOR				$470.00	
			47.00	EA	$160.00	Total:	$7,520.00
18	REMOVE RAMP & INSTALL DETACHABLE WARNING (ADA Ramp MAG 235-3) INCLUDING 3" ABC	SUBCONTRACTOR	13.00	EA	975.00	$12,675.00	
		MATERIALS				$250.00	
		EQUIPMENT				$4,377.00	
		LABOR				$7,476.00	
			13.00	EA	$1,906.00	Total:	$24,778.00
19	REMOVE RAMP & INSTALL DETACHABLE WARNING (ADA Ramp MAG 235-4) INCLUDING 3" ABC	SUBCONTRACTOR	1.00	EA	975.00	$975.00	
		MATERIALS				$20.00	
		EQUIPMENT				$330.00	
		LABOR				$581.00	
			1.00	EA	$1,906.00	Total:	$1,906.00
20	REMOVE, REPLACE & ADJUST WATER VALVE BOX AND COVER	SUBCONTRACTOR	192.00	EA	545.00	$104,640.00	
		HARDWARE			$157.25	$30,192.00	
		EQUIPMENT			$10.25	$1,968.00	
		LABOR			$18.50	$3,552.00	
			192.00	EA	$731.00	Total:	$140,352.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
21	STREET REBUILDING & PATCHING CONTINGENCY	SUBCONTRACTOR	300.00	SY			
		MATERIALS				$7,800.00	
		EQUIPMENT				$6,376.00	
		LABOR				$3,248.00	
			300.00	SY	$58.08	Total	$17,424.00
22	STRIPING AND MARKING	SUBCONTRACTOR	1.00	LS	$37,482.18	$37,482.18	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.00	LS		Total:	$37,482.18
23	TACK COAT (SS-1H)	SUBCONTRACTOR	27.30	T	$640.00	$17,472.00	
		MATERIALS			$500.00	$13,650.00	
		EQUIPMENT					
		LABOR					
			27.30	T	$1,140.00	Total:	$31,122.00
24	TRAFFIC CONTROL	SUBCONTRACTOR	1.00	LS	$293,912.00	$293,912.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.00	LS		Total:	$293,912.00
25	LOWER WATER VALVE BOX	SUBCONTRACTOR	155.00	EA	$350.00	$54,250.00	
		MATERIALS					
		EQUIPMENT					
		LABOR				$2,480.00	
			155.00	EA	$366.00	Total:	$56,730.00

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
26	ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLDS (CITY DTL. 9-03-062)	SUBCONTRACTOR	7.00	EA	$485.00	$3,395.00	
		MATERIALS					
		EQUIPMENT					
		LABOR				$154.00	
			7.00	EA	$507.00	Total	$3,549.00
27	MANHOLE RECONSTRUCT	SUBCONTRACTOR	8.00	EA	$10,943.00	$87,544.00	
		MATERIALS				$1,960.00	
		EQUIPMENT				$10,640.00	
		LABOR				$0.00	
			8.00	EA	$12,518.00	Total:	$100,144.00
28	REMOVE RAMP & RETROFIT DETACHABLE WARNING (ADA Ramp MAG 232) INCLUDING 3" ABC	SUBCONTRACTOR	31.00	EA	$690.00	$21,390.00	
		MATERIALS				$445.00	
		EQUIPMENT				$7,805.00	
		LABOR				$15,000.00	
			31.00	EA	$1,440.00	Total:	$44,640.00
29	CMAR CONTINGENCY	SUBCONTRACTOR	1.00	EA		$0.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.00	EA		Total:	$0.00
		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					
						Total:	

Total: $2,646,028.20

LIST OF PLANS AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2015
Plateau Engineering (928) 556-0311

Project No: 01-15001

Drawing No.	Drawing Title	Release Date
1 of 7	Cover Sheet	
2 of 7	Notes and Details	
3 of 7	Key Maps for Overlay	
4 of 7	Improvement Schedule and Quantities for Overlay	
5 of 7	Key Map for Chip Seal	
6 of 7	Key Map for Chip Seal	
7 of 7	Improvement Schedule and Quantitie's for Chip Seal	

Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction General Provisions

City of Flagstaff Amendments to Maricopa Association of Governments General Provisions

Plateau Engineering Special Provisions

C and E
PAVING & GRADING
L.L.C.

LIST

OF

CLARIFICATIONS

AND

ASSUMPTIONS

Project No: 01-15001

Clarifications and Assumptions - GMP #1

City of Flagstaff Street Maintenance Program – 2015 – Asphalt Overlay

1. Item # 20: Remove, Replace & Adjust water valve box and cover
   Due to not knowing the exact depth of all water lines, C and E Paving has estimated the cost for new hardware to be installed. C and E Paving has estimated the cost for new hardware to be $30,192.00. If the new hardware cost is more than the estimate, the funds for paying for this hardware will need to come out of the GMP; CM@Risk or Owners Contingency.
2. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
3. If cross-street approaches are to be overlaid, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.
4. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
5. The January 2015 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
6. It is assumed that during the term of this contract; 2014 MAG and C.O.F. Specifications will govern.
7. The City of Flagstaff will furnish all necessary quality control testing for this project.
8. Asphalt millings generated from west side of project will be dumped at the north end of Pulliam Airport. Millings from east side of project will be dumped at City of Flagstaff Gemini stockpile area.
9. GMP tax was constructed based on 2014 tax structure. If this tax structure is changed, taxes will be adjusted at time of invoicing.

PROJECT

MASTER

SCHEDULE

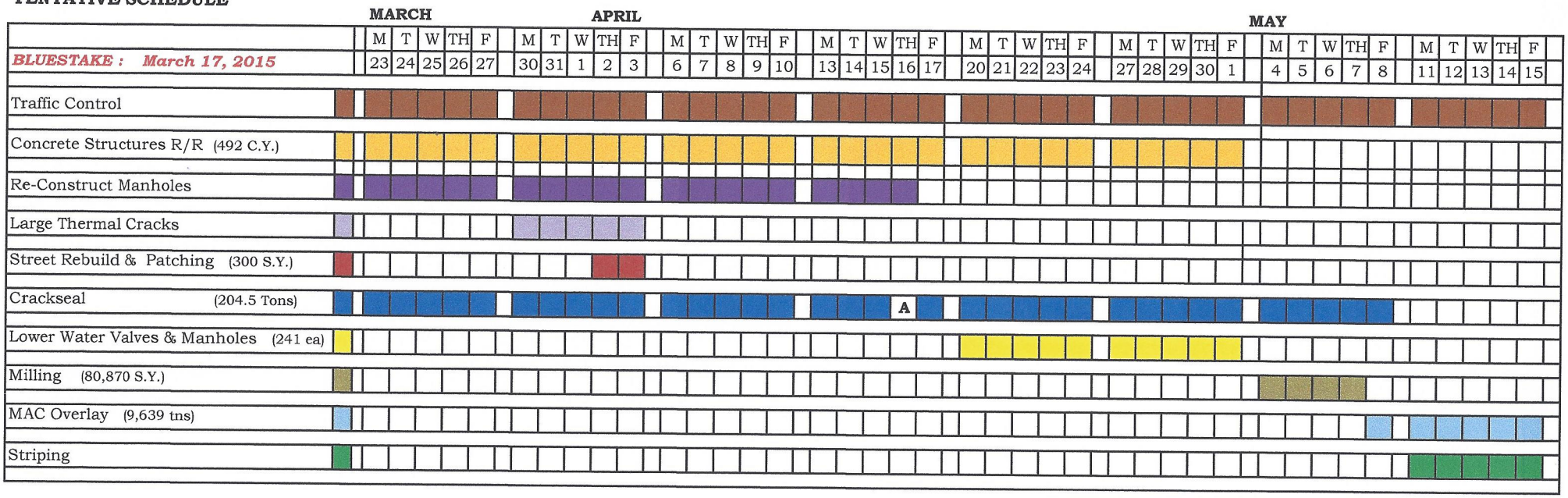
C AND E PAVING & GRADING L.L.C.

PROJECTED
PRELIMINARY

City of Flagstaff
2015 City Street Maintenance Program
Project No: 01-15001

TENTATIVE SCHEDULE

BLUESTAKE : March 17, 2015



GMP SUMMARY 2015

STREET MAINTENANCE PROGRAM

PROJECT NO: 01-15001

CHIP SEAL

GMP # 2

GMP SUMMARY

PROJECT NAME:	City of Flagstaff Street Maintenance Program 2015
PROJECT NUMBER:	01-15001
LAST UPDATED:	
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations - **2015 Chip Seal**
OWNER PHONE:	(928) 213-2108

C and E
PAVING & GRADING L.L.C.

GMP SUMMARY					
A	COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)				$2,130,907.31
B	CM@RISK'S CONTINGENCY				$50,000.00
	INDIRECT COSTS			RATE	$2,180,907.31
C	CONSTRUCTION FEE			4.8%	$131,015.34
D	GENERAL CONDITIONS			9.8%	$267,489.67
	D1	PAYMENT AND PERFORMANCE BOND	$17,195.76	0.63%	
	D2	INSURANCE	$33,845.64	1.24%	
E	SALES TAX	(8.951)		0.05498253	$150,074.07
			F. TOTAL GMP		$2,729,486.39
			G. OWNER'S CONTINGENCY		$50,000.00
			H. CONTRACT AMOUNT		$2,779,486.39

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

PROJECT NAME:	City of Flagstaff Street Maintenance Program - 2015
PROJECT NUMBER:	01-15001
LAST UPDATED:	
OWNER(S):	City of Flagstaff
BILLNG ADDRESS:	211 West Aspen Avenue
JOB SITE ADDRESS:	various locations **2015 Chip Seal**
OWNER PHONE:	(928) 213-2108

C and E
PAVING & GRADING L.L.C.

PHASE #		CATEGORY DESCRIPTION	NOTES / SCOPE	BUDGET
General Requirements				
1		VEHICLE / FUEL ALLOWANCE		$35,597.00
1		PROJECT MANAGER		$47,978.17
1		SUPERINTENDENT		$38,973.00
1		OFFICE PERSONEL		$6,633.10
1		OFFICE SUPPLIES AND EQUIPMENT		$1,924.00
1		SITE MECHANIC & SERVICE TRUCK		$22,540.00
1		TEMP SANITARY FACILITIES		$1,094.00
1		ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC		$2,900.00
		SURVEY		$0.00
1		MOBILIZATION		$24,690.00
1		WARRANTY RESERVE	1.25% OF PROJECT	$34,119.00
1		GL INSURANCE	1.24% OF PROJECT	$33,845.64
1		PERFORMANCE BOND	0.63 % OF PROJECT	$17,195.76
TOTAL				$267,489.67

COST SCHEDULE OF VALUES

2015 City Street Maintenance Program

Schedule of Values

C and E Paving & Grading L.L.C.

BID NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	Unit Cost	Cost
1	BITUMINOUS MATERIAL (CRS-2P)	1,028.6	T	$664.00	$682,990.40
2	OWNER CONTINGENCY	1.0	EA	$0.00	$0.00
3	COVER MATERIAL (CM-11)	8,816.9	T	$66.42	$585,618.50
4	CRACK SEALING	123.1	T	$3,350.00	$412,385.00
5	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	25.0	T	$242.25	$6,056.25
6	STRIPING AND MARKING	1.0	LS	$159,263.16	$159,263.16
7	TRAFFIC CONTROL	1.0	LS	$284,594.00	$284,594.00
8	CMAR CONTINGENCY	1.0	EA	$0.00	$0.00
					$2,130,907.31

COST BREAKDOWN REGISTER

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
1	BITUMINOUS MATERIAL (CRS-2P)	SUBCONTRACTOR			$144.00	$148,118.40	
		MATERIALS	1028.6	Ton	$520.00	$534,872.00	
		EQUIPMENT					
		LABOR					
			1028.6	Ton	$664.00	Total:	$682,990.40
2	OWNER CONTINGENCY	SUBCONTRACTOR	1.0	EA			
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.0	EA		Total:	$0.00
3	COVER MATERIAL (CM-11)	SUBCONTRACTOR					
		MATERIALS	8816.9	T	$21.00	$185,154.90	
		EQUIPMENT				$304,763.60	
		LABOR				$95,700.00	
			8816.9	T	$66.42	Total:	$585,618.50
4	CRACK SEALING	SUBCONTRACTOR	123.1	Ton	$3,350.00	$412,385.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			123.1	Ton	$3,350.00	Total:	$412,385.00
5	HOT MIX ASPHALT - (LARGE THERMAL CRACK FILLER)	SUBCONTRACTOR					
		MATERIALS	25.0	T	$72.00	$1,800.00	
		EQUIPMENT				$2,520.00	
		LABOR				$1,736.25	
			25.0	T	$242.25	Total:	$6,056.25

COST BREAKDOWN REGISTER

BID NO.	BID ITEM	DESCRIPTION	FORECAST QUANTITIES	UNIT	UNIT COST	UNIT COST FORECAST	TOTAL COST FORECAST
6	STRIPING AND MARKING	SUBCONTRACTOR	1.0	LS	$159,263.16	$159,263.16	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.0	LS	$159,263.16	Total:	$159,263.16
7	TRAFFIC CONTROL	SUBCONTRACTOR	1.0	LS	$284,594.00	$284,594.00	
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.0	LS	$284,594.00	Total:	$284,594.00
8	CMAR CONTINGENCY	SUBCONTRACTOR	1.00	EA			
		MATERIALS					
		EQUIPMENT					
		LABOR					
			1.00	EA		Total:	$0.00
		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					
		SUBCONTRACTOR					
		MATERIALS					
		EQUIPMENT					
		LABOR					

Total: $2,130,907.31

C and E
PAVING & GRADING
L.L.C.

LIST OF PLANS AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2015
Plateau Engineering (928) 556-0311

Project No: 01-15001

Drawing No.	Drawing Title	Release Date
1 of 7	Cover Sheet	
2 of 7	Notes and Details	
3 of 7	Key Maps for Overlay	
4 of 7	Improvement Schedule and Quantities for Overlay	
5 of 7	Key Map for Chip Seal	
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C and E
PAVING & GRADING
L.L.C.

LIST

OF

CLARIFICATIONS

AND

ASSUMPTIONS

Project No: 01-15001

Clarifications and Assumptions - GMP #2

City of Flagstaff Street Maintenance Program – 2015 – Chip Seal

1. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
2. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
3. The January 2015 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
4. It is assumed that during the term of this contract; 2014 MAG and C.O.F. Specifications will govern.
5. The City of Flagstaff will furnish all necessary quality control testing for this project.
6. GMP tax was constructed based on 2014 tax structure. If this tax structure is changed, taxes will be adjusted at time of invoicing.

PROJECT

MASTER

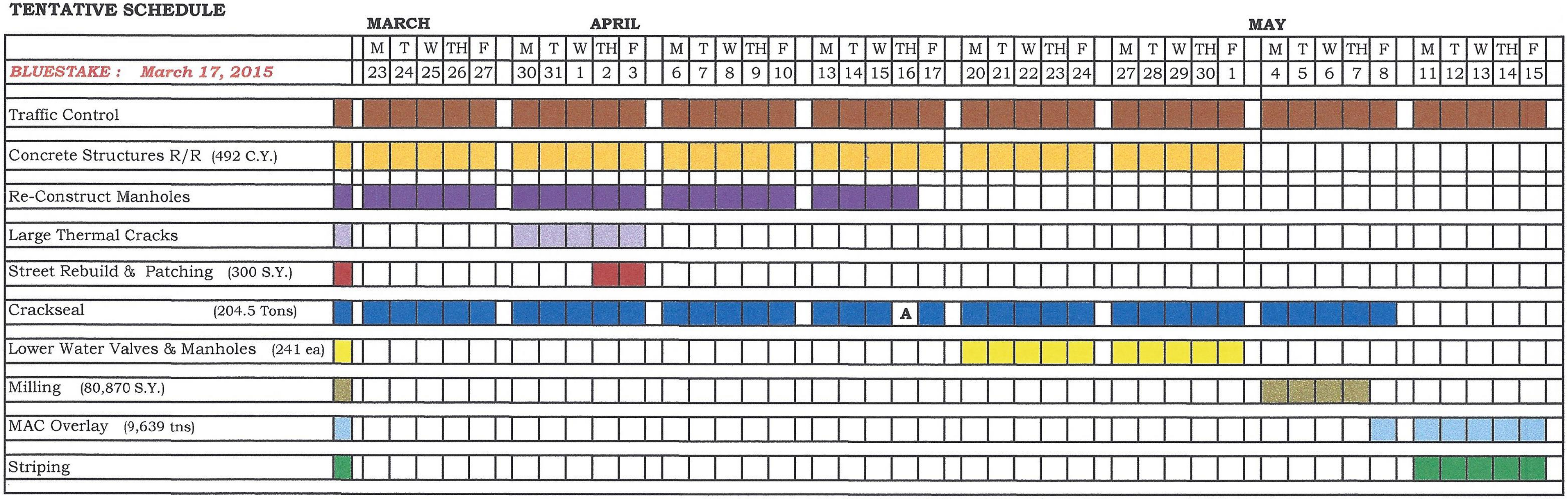
SCHEDULE

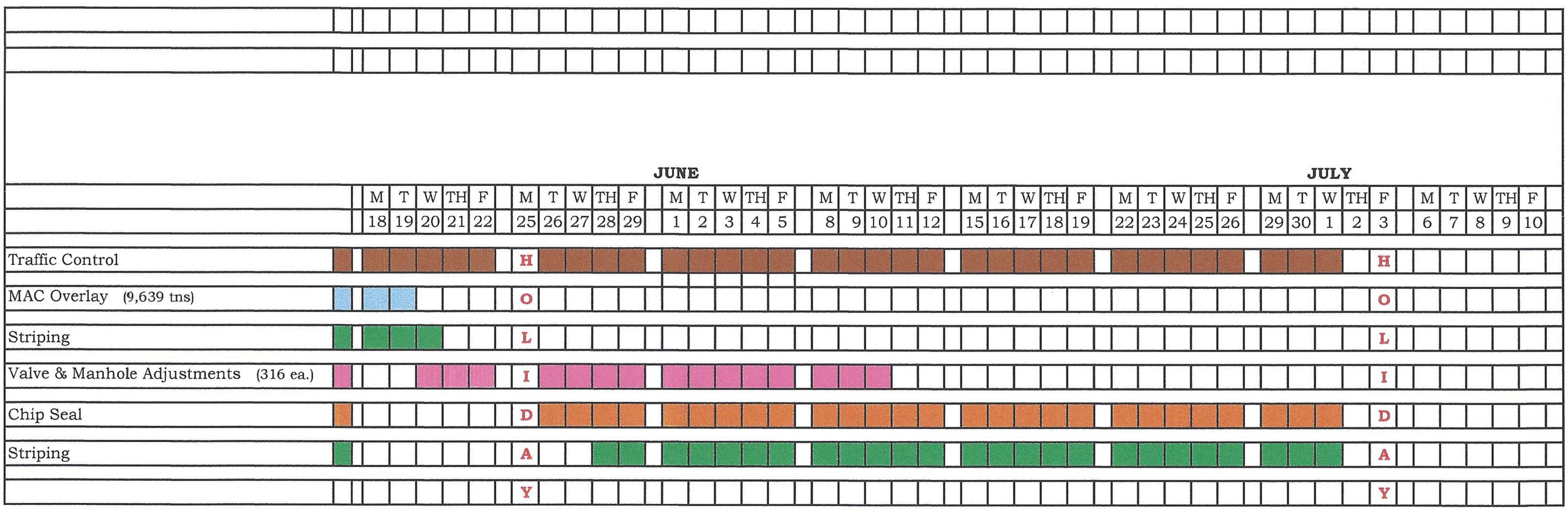
C AND E PAVING & GRADING L.L.C.

PROJECTED PRELIMINARY

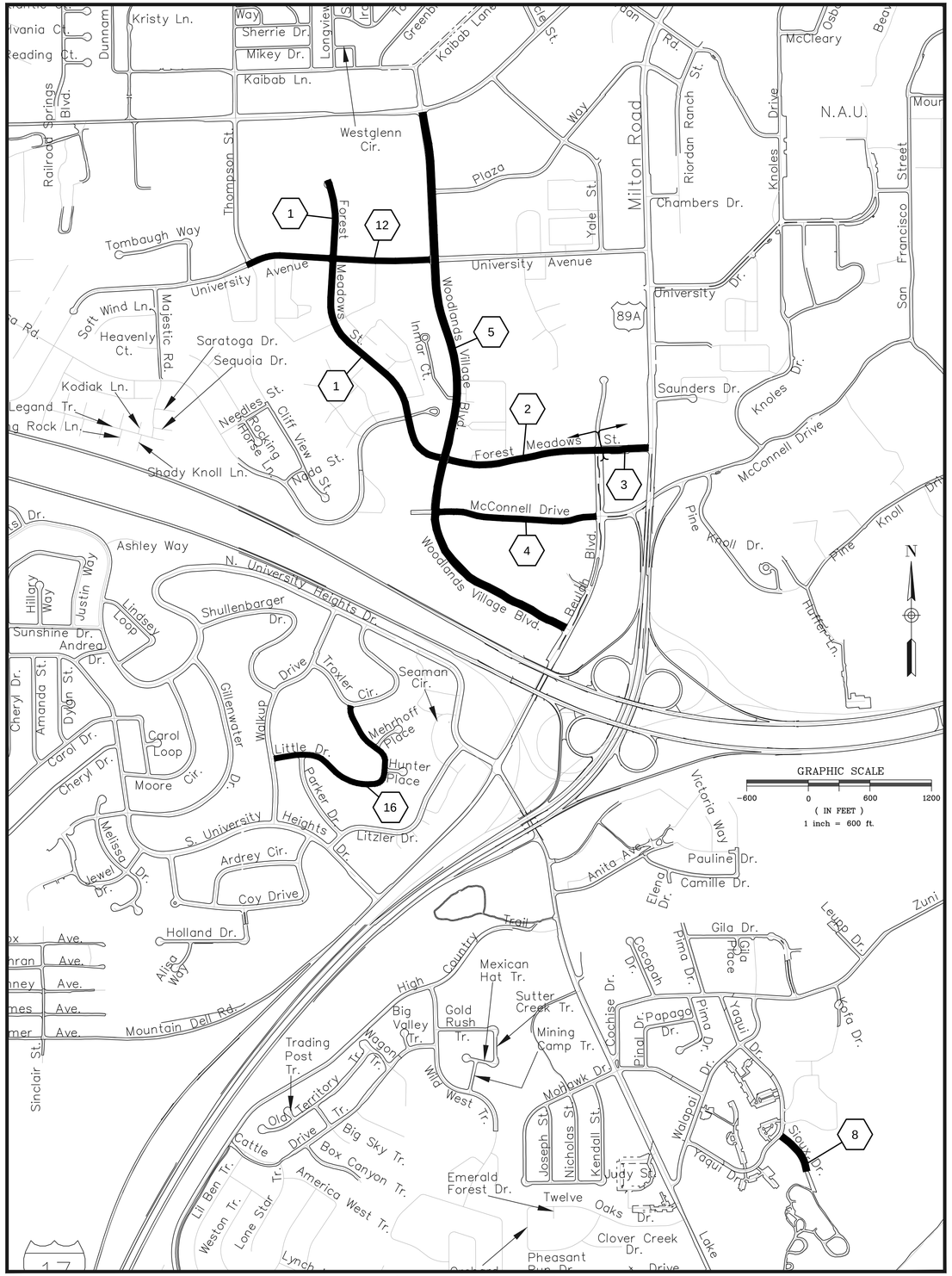
City of Flagstaff
2015 City Street Maintenance Program
Project No: 01-15001

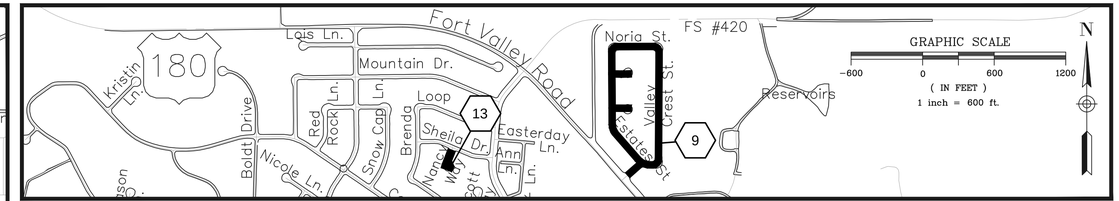
TENTATIVE SCHEDULE

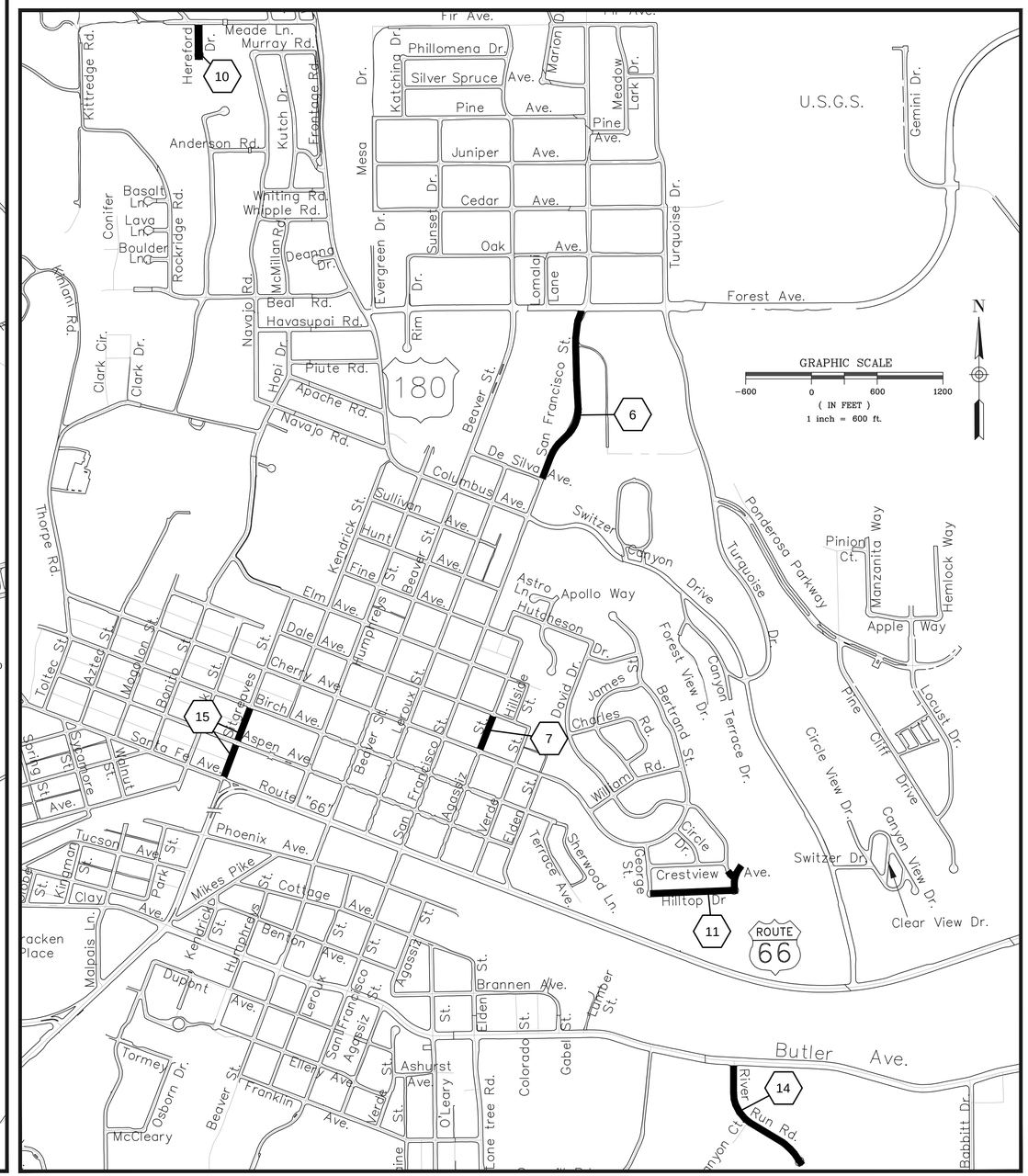




Map ID	Street Name	Start	End	Length FT	Width FT	MAC Thickness IN	OCI	Treatment
1	Forest Meadows St.	Woodlands Village Blvd.	End	3,128.00	38.47	1.25	40.33	MAC & RS
2	Forest Meadows St.	Beulah Blvd.	Woodlands Village Blvd.	1,531.00	54.11	1.25	52.18	MAC & RS
3	Forest Meadows St.	Milton Rd.	Beulah Blvd.	460.00	70.26	1.25	66.33	MAC & RS
4	McConnell Dr.	Beulah Blvd.	Woodlands Village Blvd.	1,563.00	49.54	1.25	51.91	MAC & RS
5	Woodlands Village Blvd.	Route 66	Beulah Blvd.	5,773.00	61.48	1.25	71.18	MAC & RS
6	San Francisco St.	De Silva Ave.	Forest Ave.	1,634.00	43.19	1.25	44.19	MAC & RS
7	Agassiz St.	Cherry Ave.	Dale Ave.	334.00	28.00	1.25	32.02	MAC & RS
8	Sioux Dr.	Yaqui Dr.	East End	429.00	38.45	1.25	36.3	MAC
9	Estate, Noria, Crest, Valley Crest	Crest	Crest	3,008.00	38.60	1.25	36.92	MAC & RS
10	Hereford Dr.	Meade Ln.	End	315.00	41.36	1.25	37.83	MAC
11	Hilltop Ave.	George St.	David Dr.	1,187.00	32.15	1.25	38.47	MAC
12	University Ave.	Woodlands Village Blvd.	Thompson St.	1,836.00	49.19	1.25	38.79	MAC & RS
13	Nancy Way	Sheila Dr.	End	186.00	46.85	1.25	42.1	MAC
14	River Run Dr.	Butler Ave.	End	1,200.00	41.33	1.25	43.42	MAC
15	Sitgreaves St.	Birch Ave.	Santa Fe Ave.	627.00	33.07	1.25	43.92	MAC & RS
16	Little Dr.	Walkup Dr.	Troxler Cir.	2,014.00	38.94	1.25	45.63	MAC







Legend

Map ID # (#)

Overlay Street

WARNING!! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS UNKNOWN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Folder No. _____ Project No. _____

DATE	REVISIONS

Key Map

Street Maintenance Program 2015 - Overlay

Flagstaff, Arizona

JOB NO. 1236

DESIGN	SR	
DATE	##-##-##	
DRAWN	ER	
DATE	12-30-14	
CHECKED	SR	
DATE	##-##-##	

PLATEAU ENGINEERING
323 N. SAN FRANCISCO ST., SUITE 201
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SHEET NO. 03 OF 04

DRAWING NO. C03

CITY OF FLAGSTAFF
FLAGSTAFF STREET MAINTENANCE PROGRAM 2015
C.O.F. FILE NO. 01-15001

LIST OF CHIP SEAL STREETS

Map ID	Street Name	Start	End
1	University Heights Dr.	Moore Circle	Cheryl Drive
2	Peakview	Ft. Valley Rd.	Shannon Dr.
3	Birch Ave	Park St.	Humphreys St.
4	Cherry Ave.	Verde St.	Humphreys St.
5	Oak Ave.	Beaver St.	San Francisco St.
6	Columbus	San Francisco St.	Humphreys St.
7	Sullivan Ave.	Humphreys St.	Leroux St.
8	Clay Ave.	Malapais Ln.	West End
9	Clay Ave.	Malapais Ln.	Milton Rd.
10	Lance Rd.	Dohmen Dr.	Bennett Dr.
11	Butler Ave.	San Francisco St.	Ponderosa Pkwy
12	Butler Ave.	San Francisco St.	Milton Rd.
13	Beaver St.	Oak Ave.	Columbus Ave.
14	High Country Trail	Lake Mary Rd.	Wild West Trail
15	Plaza Way	Woodlands Village Blvd.	Yale St.
16	Woody Mountain Rd.	I-40 R/W	End
17	University Ave.	Milton Rd.	Woodlands Village Blvd.
18	Fort Valley Frontage Rd.	Fort Valley Rd.	Murray Rd.
19	Aspen Ave.	Humphreys St.	Park St.
20	Beulah Blvd.	Forest Meadows St.	South End
21	Sheila Dr.	Brenda Loop	Fremont Blvd.
22	Eddy Dr.	Wilson Dr.	West End of Cul De Sac
23	University Heights Dr.	Lindsey Loop (south intsxn)	Cheryl Dr.
25	Whipple Rd.	Navajo Rd.	Fort Valley Rd.
26	James St.	Bertrand St.	William Rd.
27	Lantern Ln.	Talkington Dr.	End
28	Cheryl Dr.	University Heights Dr. N.	Debbie St.
29	Yaqui Dr.	Walapi Dr.	Zuni Dr.
30	Pinion Ct.	Manzanita Way	End
31	O'Leary St.	Lone Tree Rd.	Hoskins St.
32	Coy Dr.	University Heights Dr. S.	University Heights Dr. S.
33	Forest View Dr.	Canyon Terrace Dr.	End
34	Agassiz St.	Dale Ave.	Fine Ave.

CITY OF FLAGSTAFF
FLAGSTAFF STREET MAINTENANCE PROGRAM 2015
C.O.F. FILE NO. 01-15001

LIST OF CHIP SEAL STREETS

Map ID	Street Name	Start	End
35	Jewel Dr.	Univerity Heights Dr. S.	End
36	Univerity Heights Dr. S.	Jewel Dr.	Beulah Blvd.
37	Marion Dr.	Fir Ave.	Silver Spruce Ave.
38	Whiting Rd.	Navajo Rd.	Fort Valley Rd.
39	Talkington Dr.	Meade Ln.	Crescent Dr.
40	Tombaugh Way	University Ave.	W. End
41	Elm Ave.	Bonito St.	Kendrick St.
42	Apple Way	Hemlock Way	Manzanita Way
43	Trail of the Woods	Woodland Dr.	Maricopa St.
44	Aspen Ave.	Park St.	Thorpe St.
45	Paseo Del Flag	Lone Tree Rd.	Calle Contenta
46	Hutcheson Dr.	Bertrand St.	David Dr.
47	Pauline Dr.	Anita Dr.	Camille Dr.
48	Beaver St.	Cherry St.	Route 66
49	Lake Mary Rd.	Walapi Dr.	Mohawk Dr.
50	Gillenwater Dr.	University Heights Dr.	School
51	High Country Trail	Pulliam Dr.	Quartz Rd.
52	Apache Rd.	Hopi Dr.	Fort Valley Rd.
53	Skye Way	Kilte Ln.	South End
54	Leroux St.	Cottage Ave.	Phoenix Ave.
55	Hoskins St.	O'Leary St.	Fountain St.
56	Victoria Way	Pauline Dr.	End
57	Aztec St.	Beal Rd.	Thorpe St.
58	Wilson Dr.	Shannon Dr.	Fremont Blvd.
59	Joseph St.	Judy St.	Mohawk Dr.
60	Nicole Ln.	Peakview St.	End
61	Hazel Way	Talkington Dr.	End
62	Cherry Ave.	David Dr.	Verde St.
63	Basalt Ln.	Rockridge Rd.	End
64	Verde St.	Route 66	Birch Ave.
65	Leroux St.	Elm Ave.	Columbus Ave.
66	Silver Spruce Ave.	San Francisco St.	Marion Dr.
67	Cattle Drive Trail	Wild West Trail	High Country Trail
68	Locust Dr.	Ponderosa Pkwy.	N. Pine Cliff Dr.

CITY OF FLAGSTAFF
FLAGSTAFF STREET MAINTENANCE PROGRAM 2015
C.O.F. FILE NO. 01-15001

LIST OF CHIP SEAL STREETS

Map ID	Street Name	Start	End
69	Cliffview St.	North end	South End
70	Debbie St.	Justin Way	University Heights Dr. N.
71	Woody Mountain Rd.	Route 66	I-40
72	Manzanita Way	Apple Way	End
73	Lil Ben Trail	Cattle Drive Tr.	America West Tr.
74	Saunders Rd.	Milton Rd.	End
75	Agassiz St.	Route 66	Cherry Ave.
76	Red Rock Ln.	Snowcap Way	Peakview St.
77	Birch Ave.	Verde St.	Terrace Ave.
78	Surrey Ln.	Kilte Ln.	N. End
79	Thompson St.	Universtiy Ave.	Kaibab Ln.
80	Highland Mesa Rd.	Needles St.	W. End
81	Hunter Pl.	Little Dr.	End
82	Dupont Ave	Verde St.	Agassiz St.
83	Alisa Way	Holland Rd.	End
84	Yaqui Dr.	Walapai Dr.	Walapai Dr.
85	Kramer St.	End	End
86	Silver Spruce Ave.	Katchina Rd.	Beaver St.
87	Plaza Way	Milton Rd.	Riordan Ranch St.
88	Moutain Dr.	Peakview St.	Fremont Blvd.
89	Switzer Dr.	Switzer Canyon Dr.	Circle View Dr.
90	Foothills Way	Fremont Blvd.	End
91	Juniper Ave.	Sunset Dr.	Turquoise Dr.
92	Mikes Pike St.	Route 66	Phoenix Ave.
93	Crestview Ave.	George St.	David Dr.
94	Meteor Dr.	Cresent Dr.	Cresent Dr.
95	Verde St.	Franklin Ave.	End
96	Chelsea Way	Cheryl Dr.	End
97	S. Pine Cr.	E. Woodland Dr.	End
98	W. Lava Ln.	N. Rockridge Rd.	End
99	S. Kendrick St.	S. Mikes Pike St.	W. Butler Ave.
100	S. Majestic Rd.	W. University Ave.	S. Highland Mesa Rd.
101	N. Anderson Dr.	N. Aztec St.	N. Navajo Dr.
102	N. Hemlock Way	E. Apple Way	N. End

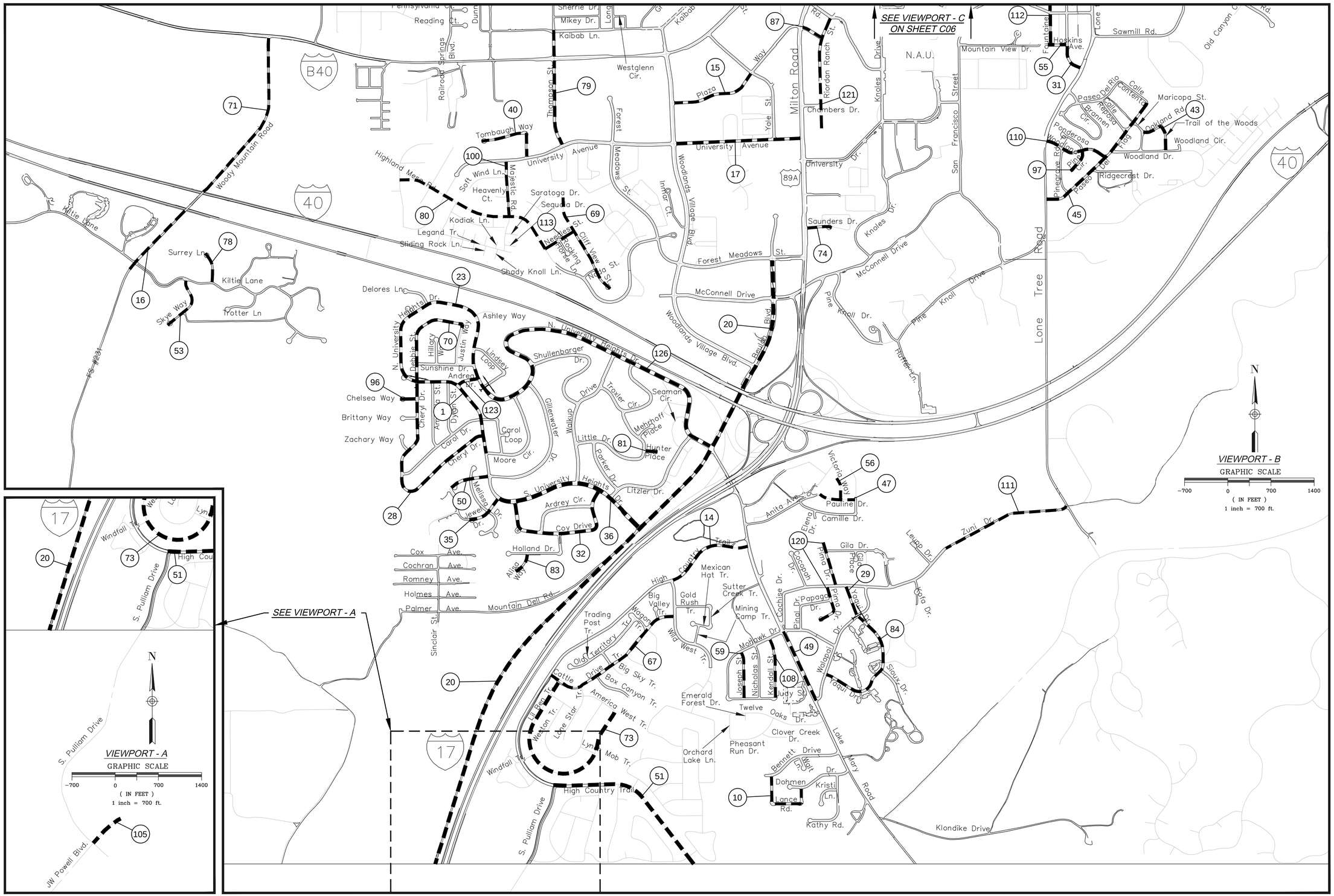
CITY OF FLAGSTAFF

FLAGSTAFF STREET MAINTENANCE PROGRAM 2015

C.O.F. FILE NO. 01-15001

LIST OF CHIP SEAL STREETS

Map ID	Street Name	Start	End
103	N. Clear View Dr.	E. Circle View Dr.	E. Cirlce View Dr.
105	JW Powell Blvd.	S. Pulliam Dr.	NE End
106	Elm Ave.	N. Hillside St.	N. Kendrick St.
107	W. Davis Dr.	N. Talkington Dr.	End
108	S. Kendall St.	E. Judy St.	E. Mohawk Dr.
109	W. Summit Ave.	W. Santa Fe Ave.	W End
110	E. Woodland Dr.	S. Paseo Del Flag	S. Lone Tree Rd.
111	E. Zuni Dr.	778 E. Zuni Dr.	S. Lone Tree Rd.
112	S. Fountaine St.	E. Ashurst Ave.	W. Hoskins Ave.
113	W. Needles St.	S. Cliffview St.	S. Highland Mesa Rd.
114	W. Juniper Ave.	N. Mesa Dr.	N. Sunset Dr.
115	S. Sycamore St.	W. Santa Fe Ave.	W. Coconino Ave.
116	W. Lois Ln.	N. Peak View	W End
117	Birch Ave.	N. Humphreys	N. Verde
118	W. Sullivan Ave.	N. Kendirck St.	N. Humphreys St.
119	W. Beal Rd.	N. Rockridge Rd.	W End
120	S. Pima Dr.	N End	S End
121	S. Riordan Ranch St.	W. Riordan Rd.	Target Lot
122	Hunt Ave.	N. San Francisco St.	N. Kendrick St.
123	S. Andrea Dr.	W. University Heights Dr. N.	W. University Heights Dr. S.
124	W. Shannon Dr.	N. Prescott Rd.	W. Wilson Dr.
125	E. Pine Ave.	N. San Francisco St.	N. Meadowlark Dr.
126	W. University Heights Dr. N.	S. Beulah Blvd.	S. Lindsey Lp. (S. intsxn)



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Map ID # (see sheet C07 for list of streets) (#)

Chip Seal Streets

WARNING!! EXACT DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES IS UNKNOWN. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

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Folder No. _____ Project No. 01-15001

DATE

REVISIONS

Key Map - Chip Seal

Street Maintenance Program 2015

Flagstaff, Arizona

JOB NO.	
1236	
DESIGN	SR
DATE	##/##/##
DRAWN	ER
DATE	##/##/##
CHECKED	SR
DATE	##/##/##

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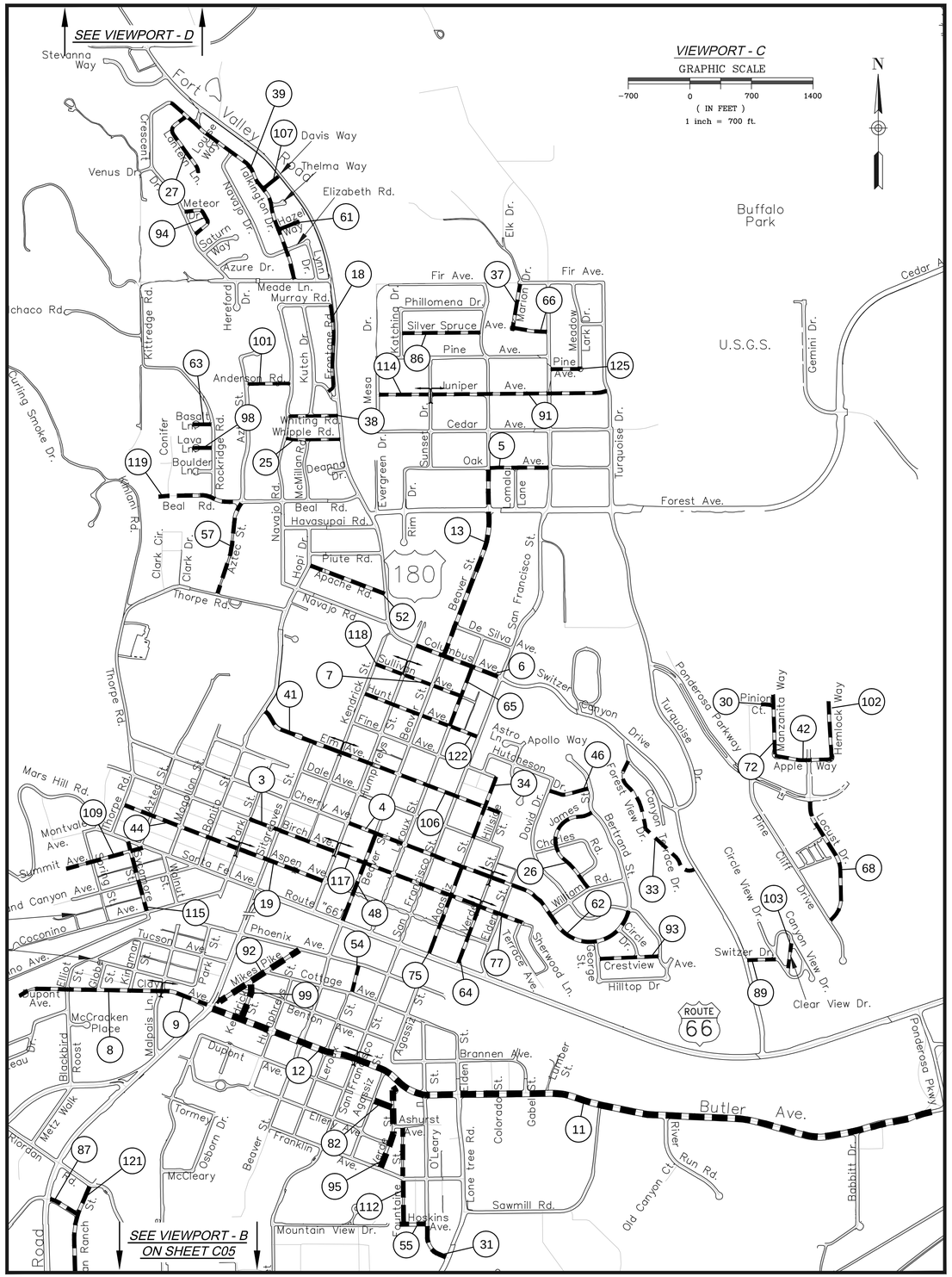
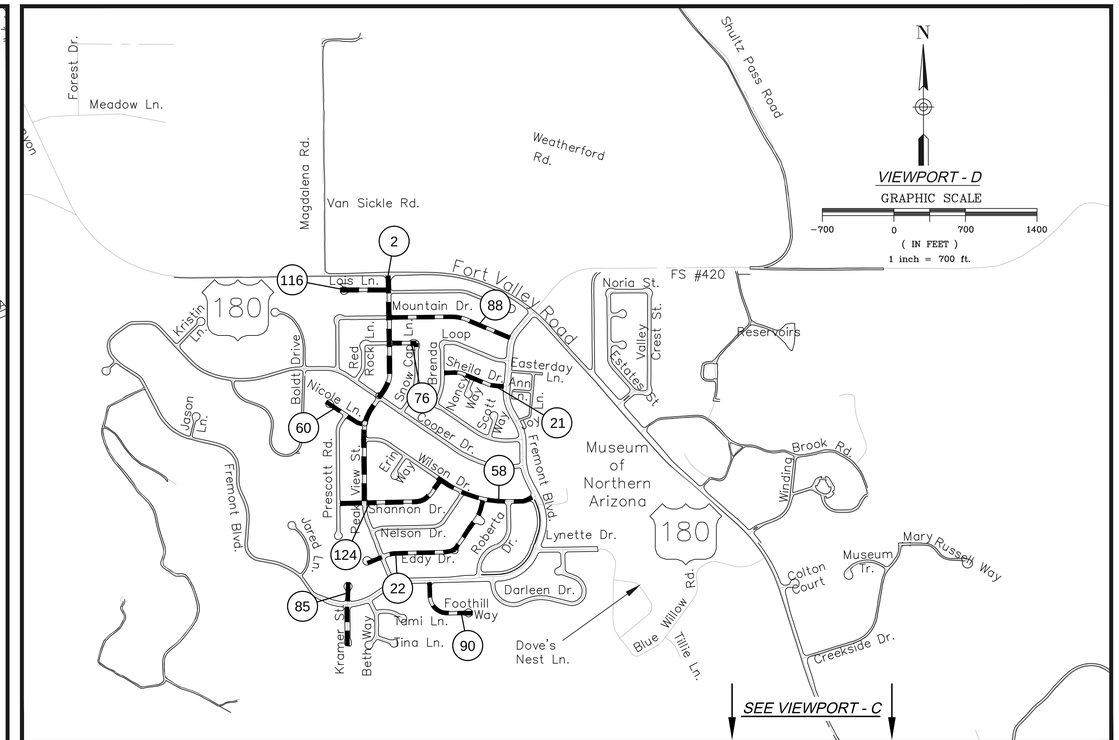
SHEET NO. 05 OF 07

DRAWING NO. C05





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Map ID # (see sheet C07 for list of streets) #

Chip Seal Streets

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Folder No. _____ Project No. 01-15001

DATE	REVISIONS

Key Map - Chip Seal 2

Street Maintenance Program 2015

Flagstaff, Arizona

JOB NO. 1236

DESIGN	SR	
DATE	#####	
DRAWN	ER	
DATE	#####	
CHECKED	SR	
DATE	#####	

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323 N. SAN FRANCISCO ST., SUITE 201
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SHEET NO. 06 OF 07

DRAWING NO. C06

City of Flagstaff, Arizona

Street Maintenance Program 2015, 2016, 2017

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NO. 01-15001

Agreement No.

GMP Agreement Number: One and Two

MAYOR
GERALD W. NABOURS

CITY COUNCIL

KARLA BREWSTER
SCOTT OVERTON
CORAL EVANS
CELIA BAROTZ
JEFF ORAVITS
EVA PUTZOVA

CITY MANAGEMENT

Interim City Manager
Jeff Meilbeck

Utilities Director
Brad Hill

Community Development Director
Mark Landsiedel

Public Works Director
Erik Solberg

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CITY OF FLAGSTAFF, ARIZONA

Street Maintenance Program 2015, 2016, 2017

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES AGREEMENT

PROJECT No. 01-15001; GMP 1 & 2; Agreement No. 2015-08

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and C and E Paving and Grading, LLC. ("Construction Manager at Risk" or CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.

B. The City intends to construct the Street Maintenance Program 2015, 2016, and 2017 projects as more fully described in Exhibit "A" attached ("Project").

C. To undertake the construction administration of the Project the City has entered into a separate agreement with Plateau Engineering, Inc. ("Design Professional.")

D. CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.

E. Agreement #2015-08 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

Article 1 - Definitions

"Agreement" - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Change Directive" - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise **("MBE/WBE/SBE")** utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional" - A qualified, licensed design professional who furnishes, design, construction documents, and/or construction administration services required for the Project.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" - Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

"Guaranteed Maximum Price" or "GMP" - The sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the City, authorizing CMAR to start Work.

"Opening Physical Conditions" – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CM@R at the Pre-construction Conference.

"Owner's Contingency" - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR's GMP packages. Use and management of the Owner's contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" – A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.
"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or it's representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

2.1.1. CMAR's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in

Subsection 2.2.3 above.

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR‘s responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City’s Representative or designee shall schedule and conduct a Preconstruction Conference. At the Pre-construction Conference, City and CM@R shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buy out of the Work but not greater than the approved GMP and identifying CMAR’s Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City’s representative.

2.3.5 Minimum attendance by CMAR shall be CMAR’s Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR’s Representative or CMAR’s Superintendent shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated

representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the

satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit “B” as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City’s designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City 's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City’s approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

2.6.7 Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the City.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Agreement Drawings.

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the City, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design

Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

2.12 Correction of Defective Work

2.12.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.

2.12.4 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.5 The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The City's Representative

3.2.1 City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.4 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 City's Separate Contractors.

City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

4.0 Contract Time.

4.0.1 Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be **210** days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.0.5 Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2 Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Documents**.**

4.1.3 CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion.

Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $__(to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $___(to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

4.4.3.1 CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar days ahead
  - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

4.4.4 City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals

returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal #1 attached as Exhibit "B" in an amount of **$3,374,179.29** with an additional **$50,000.00** allowed for Owner's Contingency, and Guaranteed Maximum Price Proposal #2 in an amount of **$2,729,486.39** with an additional **$50,000.00** allowed for Owner's Contingency.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs and the Construction Fee are firm fixed lump sums delineated in the GMP.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

5.2.2 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.1.1 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.2 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 Open Book.

CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CM@R must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible; if the City and the CM@R do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CM@Rs control and/or whether they are due to no fault of the CM@R, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth

on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 **Legal Requirements**. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “B”.

6.7.3 If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.

6.7.5.1 As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.7.5.2 If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.7.6 **Emergencies**.

In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Article 7- Procedure for Payment

7.0 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 **GMP Payment Request**

7.1.1 At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit to City on a monthly basis either on the first of the month for payment on

the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2 City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

7.3.1 City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Patrick Brown, Senior Procurement Specialist.

7.4 Substantial Completion.

Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, City shall make final payment within sixty (60) days after receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following

information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR's surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.6.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the

right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 **RECORDS & REPORTING REQUIREMENTS:** The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either party.

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3 Representatives of the Parties

8.3.1 The City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Erik Solberg, Division Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2105

8.3.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Dan Holmes, Senior Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2108

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Harvey Heckethorn, Onwer
P.O. Box 551
Flagstaff, Arizona, 86002
(928) 774-4133

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Earl Heckethorn, President
P.O. Box 551
Flagstaff, Arizona, 86002
(928) 774-4133

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

9.0.1 City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1 Termination for Convenience

9.1.1 The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

9.1.3.4 At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The City shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this

Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2 The City's Right to Perform and Terminate for Cause

9.2.1 If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3 Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and

expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CMAR's default.

9.2.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 The Capital Improvement Department of the City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

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

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

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

10.1 **Minimum Scope and Limits of Insurance**. CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000

• Each Occurrence $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR".**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit ("CSL") $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR".**

10.1.3 Worker's Compensation
The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 **Builders' Risk Insurance or Installation Floater** $_____
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insured** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements.

The policies shall include, or be endorsed to include, the following provisions:

10.2.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.2 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.4 The policies shall contain a Waiver of Subrogation_against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the City.

10.3 Notice of Cancellation.

Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Patrick Brown, Senior Procurement Specialist, and shall be sent by certified mail, return receipt requested.

10.4 Acceptability of Insurers.

Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Patrick Brown, Senior Procurement Specialist. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:

- Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.

10.6 Subcontractors.

CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval.

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

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost

of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated (NONE) and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes 3rd day of March, 2015, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments.

The Contract Documents may not be changed, altered, or amended in any way except in

writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence.

City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations.

City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation.

CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 Assignment.

CMAR shall not, without the written consent of the City assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship.

CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary.

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.

12.9 Governing Law.

This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability.

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws.

CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with

Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

12.12 Legal Requirements.

CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents.

It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor.

CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The City's Right of Cancellation.

All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

12.16 Survival.

All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees.

CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver.

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice.

12.19.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any

commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

Harvey Heckethorn, Owner
P.O. Box 551
Flagstaff, Arizona, 86002
(928) 774-4133

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Senior Procurement Specialist
Phone: (928) 213-2277
Fax: (928) 213-2209

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Dan Holmes, Senior Project Manager
Phone: (928) 213-2108
Fax: (928) 213- 2109

Design Professional:

Plateau Engineering, Jim Hall, P. E., President
323 N. San Francisco St., Suite 201
Flagstaff, Arizona 86001
928-556-0311

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Harvey Heckethorn, Owner
P.O. Box 551
Flagstaff, Arizona, 86002
(928) 774-4133

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Senior Procurement Specialist
Phone: (928) 213-2277
Fax: (928) 213-2209

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Dan Holmes, City Representative (Project Manager)
Phone: (928) 213-2108
Fax: (928) 213-2109

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Confidentiality of Plans and Specifications

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff."

12.21 CMAR and Subcontractor Employee Security Inquiries.

The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquires are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.

12.21.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with Article 6.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 Computer Systems.

CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 Traffic Control.

CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical

specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Street Maintenance Program 2015, 2016, 2017

Project No. 01-15001, GMP Number One and Two; Agreement No. 2015-08

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Guaranteed Maximum Price One

Three Million Four Hundred Twenty Four Thousand One Hundred Seventy Nine Dollars and Twenty Nine Cents

$3,424,179.29

Guaranteed Maximum Price Two

Two Million Seven Hundred Seventy Nine Thousand Four Hundred Eighty Six Dollars and Thirty Nine Cents

$2,779,486.39

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Jeff Meilbeck, Interim City Manager

C and E Paving & Grading, LLC.

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Gaillard, Fire Chief
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Approval of Contract: Consideration of authorizing the acceptance of revisions to the IGA with Coconino Community College (CCC) for resource sharing ***(Approve IGA with CCC for sharing resources)*** .

RECOMMENDED ACTION:

Approve the IGA and authorize the Mayor to sign the IGA on behalf of the City of Flagstaff.

Executive Summary:

CCC and the City have an IGA which allows the sharing of resources such as the Flagstaff Fire Training Center and class room facilities at CCC. The IGA is amended to improve the sharing of resources between the City and the CCC Fire and EMS program. The revisions allow for a more efficient management of shared resources and reduced expenses. Additionally, CCC makes available to the Flagstaff Fire Department, and our mutual aid partners, a light and breathing air trailer in support of fire and emergency incidents in the Flagstaff region. Flagstaff Fire Department agrees to appropriately house the trailer.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Invest in our employees and implement retention and attraction strategies
Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

REGIONAL PLAN:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

City Council entered into this agreement on January 25, 2011. At the time of approval, the Fire Department and the College had a decade long practice of cooperation.

Options and Alternatives:

City Council may elect to:
Approve the proposed IGA
Amend the proposed IGA
Disapprove the IGA

Background/History:

Key Considerations:

Expanded Financial Considerations:

Community Benefits and Considerations:

Community Involvement:

Choose which of the following that applies and REMOVE ALL OTHERS:

Inform

Expanded Options and Alternatives:

Attachments: IGA COF/CCC
CCC Star Article

INTERGOVERNMENTAL AGREEMENT

between
Coconino County Community College District
and
City of Flagstaff

for Sharing of Resources

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this _____ day of _____, 20__ by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT,** an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona ("College"), and the **CITY OF FLAGSTAFF,** an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City"). College and City may be individually referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. College and City each engage in training and education of firefighters and emergency medical technicians; and

B. College wishes to utilize City's Firefighting Training Facility ("FTF") to conduct training and education classes; and

C. City wishes to use College's facilities and equipment for training and education in emergency response; and

D. City is willing to make the FTF available to College for training and education purposes, subject to the terms and conditions set forth in this Agreement; and

E. College is willing to make classroom space and equipment available to City for training and education purposes, subject to the terms and conditions set forth in this Agreement; and

F. College and City are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. City's Obligations.

City agrees as follows:

1.1 Use of Fire Training Facility. City shall make the FTF available to College, at no charge, for educational and training purposes, subject to the provisions of this Agreement.

1.2 City Liaison. City will appoint a liaison as a point of contact for College and to coordinate College's use of the FTF.

1.3 College's Policies and Procedures. City agrees to abide by and enforce College's policies and procedures when City uses College classroom space, facilities, and equipment.

2. College's Obligations.

College agrees as follows:

2.1 Classroom Space on Lone Tree Campus. College shall make classroom space and equipment on College's Lone Tree Road Campus available to City, at no charge, for fire science educational and training purposes when requested by City; provided such scheduling and use of classroom space and equipment does not interfere with previously scheduled College classes.

2.2 Request for Use of FTF. College agrees to provide, at or before the beginning of each semester according to College's academic calendar, a written request for use of the FTF on specific dates and times with a list of equipment needed for each class session.

2.3 Conduct of Training and Education Classes. College agrees to conduct its training and education classes and programs at the FTF in a manner consistent with City's and Flagstaff Fire Department ("FFD") policies and procedures. College agrees that all drills and exercises will follow FFD policies and procedures.

2.4 Return of Equipment; Damage. College agrees that its designated Safety Officer will oversee the use and transportation of all City equipment and vehicles utilized by College during any and all College training activities. The Safety Officer shall report in writing any and all damage to FTF equipment, vehicles, or the FTF facility to the On-Duty Battalion Chief. The Safety Officer and College lead instructor will do a facility walk through and safety briefing before each class.

2.5 Fuel and Propane Costs and Use.

a. College agrees to reimburse City for all costs and expenses associated with fuel used or consumed during College training activities that utilize a City or FTF vehicle. For purposes of calculating this reimbursement, the Parties agree that the amount of fuel used or consumed will be approximately eight (8) gallons for a full-day event; provided, however, College's actual fuel use and consumption will be monitored and

confirmed by City during College drills and training exercises and reimbursements to City will be based on actual fuel pricing at the time of the drills and training exercises.

b. College agrees to purchase and/or replace all propane used or consumed during College drills and training exercises. College's propane use and consumption will be monitored and confirmed by City during College drills and training exercises. College agrees to purchase and/or replace the propane used or consumed at least once each semester.

c. In the event of any dispute or controversy arising under this Section 2.5, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.

2.6 Materials and Supplies. Except as provided in Section 2.5 on Fuel and Propane Costs and Use, College agrees to provide all expendable or consumable supplies and materials utilized during College's drills and training exercises. These supplies and materials include, but are not limited to:

A. Foam
B. Liquid Smoke
C. Fire Extinguishers
D. Mannequins
E. Extrication vehicles

2.7 Condition of FTF after Use. Upon completion of any educational or training session or class at the FTF, College will return FTF and its adjacent grounds and classroom to the condition they were in at the start of the session or class. College agrees to remove all College equipment, materials, supplies, and other items from the FTF, unless otherwise agreed to by the On-Duty Battalion Chief.

2.8 Insurance. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students. The college further agrees to carry sufficient insurance to cover repairs to or replacement of any City-owned equipment, tools, or vehicles caused by College students or instructors during these training activities.

2.9 List of Fire Science Instructors. Prior to the start of each semester under College's academic calendar, College will provide City with a list of College's fire science instructors, their qualifications, and their employing agency. If, during the semester, any of College's fire science instructors change or College learns of any changes to any information included on such list, College shall provide an updated list and/or information to City.

3. Mutual Obligations of the Parties.

City and College agrees as follows:

3.1 College Instructional Sessions at the FTF.

a. Safety Officers. College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that a designated safety officer must monitor and oversee all College drills and training exercises at FTF (the "Safety Officer"). For efficient and economical use of personnel employed by both College and City, College and City agree that:

(1) The Safety Officer must, at all times, be a qualified firefighter employed by City;

(2) College may designate an instructional staff member as the Safety Officer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighter employed by City; and

(3) If, for any reason, College is unable to designate a Safety Officer who is both an instructional staff member of College and a qualified firefighter employed by City, City agrees to provide a qualified firefighter to serve as the Safety Officer provided by City, subject to reimbursement by College for the cost of such qualified firefighter as provided herein.

(4) If City provides a qualified firefighter to serve as the Safety Officer, he cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked. In the event of any dispute or controversy related to the calculation of this reimbursement, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.

b. Engineers. College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that only a qualified firefighting engineer may operate a City vehicle during all College drills and training exercises at FTF (the "Engineer"), and that no College instructor or student who is not a qualified firefighting engineer employed by City may operate a City vehicle. For efficient and economical use of personnel employed by both College and City, College and City agree that:

(1) The Engineer must, at all times, be a qualified firefighting engineer employed by City;

(2) College may designate an instructional staff member as the Engineer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighting engineer employed by City;

(3) The Engineer may, but is not required to be, the same College instructional staff member designated to serve as Safety Officer; and

(4) If, for any reason, College is unable to designate an Engineer who is both an instructional staff member of College and a qualified firefighting engineer employed by City, City agrees to provide a qualified firefighting engineer to serve as the Engineer subject to reimbursement by College for the cost of such qualified firefighter as provided herein.

(5) If City provides a qualified firefighter to serve as the Engineer, the cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked. In the event of any dispute or controversy related to the calculation of this reimbursement, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.

c. Pre-Approval of Designated Safety Officers and Engineers. The Parties agree that, prior to the start of each semester under College's academic calendar, a list of College's designated Safety Officers and Engineers will be submitted to City for approval. City shall review and either approve or disapprove individual College designees based on acceptable standards and qualifications to serve as a Safety Officer and/or Engineer. Such approval of disapproval shall be completed and returned to College prior to the start of College's semester term. If, at any time, a pre-approved Safety Officer or Engineer is unable to serve in such capacity, either temporarily or for the remainder of the semester, the Parties may agree on another individual to serve a Safety Officer or Engineer, which may include a qualified firefighter to serve as Safety Officer or Engineer provided by City, subject to reimbursement by College as provided in Sections 3.1(a)(4) and 3.1(b)(5).

d. Safety and Operations During College Instructional Sessions at FTF. College and City agree that safety shall be a paramount concern during all College drills and training exercises at FTF. City and College further agree that the Safety Officer may, at any time, stop any College drill or training session that the Safety Officer determines is unsafe or to confirm whether FTF operational and safety policy and procedures are being followed and maintained. College and City also agree that establishing and maintaining

safe operations during College drills and safety exercises includes adherence to Sections 3.1(a), (b), and (c) herein above.

3.2 Employees of College and City.

a. Employees of College. Throughout the term of this Agreement, an individual employed as an instructor by College shall remain an employee of College and subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to continuing approval by City under the terms and conditions of this Agreement. Should a College instructor violate City policy or procedure, City may withdraw its approval of the instructor under the terms and conditions of this Agreement. Upon such withdrawal of approval, College shall propose another qualified instructor and notify City in writing of the proposed substitute, who must be approved or disapproved in writing by City pursuant to the terms of this Agreement.

b. Employees of City. Throughout the term of this Agreement, an individual employed by City as a firefighter shall remain an employee of City and subject to the terms and conditions of the individual's employment contract and City policy, but shall also be subject to continuing approval by College under the terms and conditions of such individual's instructional or other contract with College, if any, and this Agreement. Should a City firefighter violate College policy or procedure, College may take any action authorized under College policy and procedure and such individual's contract with College, if any, and under this Agreement.

c. Operations, Supervision, and Employment-Related Expenses. Each Party agrees to be responsible for the conduct of its operations, the performance of obligations under this Agreement, and the actions of its own personnel while performing services under this Agreement. Each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability and other benefits.

d. Worker's Compensation. The Parties agree that this Agreement does not create or effect an intergovernmental joint operation, co-employment, or employment-employee arrangement. Nonetheless, the Parties further agree to comply with the requirements of Arizona's worker's compensation statute, Arizona Revised Statutes, Title 23, Chapter 6, including the provisions of A.R.S. § 23-1022(D)-(E) regarding intergovernmental agreements and notice to employees.

3.3 Facility Use Only. The Parties agree that this Agreement is limited to the express purposes and uses set forth in this Agreement and does not imply or establish any

joint educational or instructional classes or programs, nor imply or establish any dual enrollment or dual credit classes or programs.

3.4 Risk to Health or Safety. If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present an unreasonable risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within forty-eight (48) hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

3.5 Confidential Records. The Parties do not anticipate sharing confidential records of any nature by either Party with the other Party. Nonetheless, the Parties agree that all student records shall be kept confidential and may be shared only in accordance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104-191) ("HIPAA"), and applicable state laws and College policies controlling the disclosure of personally identifiable information from a student's education records. City acknowledges and agrees that this Section 3.5 extends to City employees who are also employed by College in an instructional capacity.

3.6 Storage and Use of College's Mobile Air Resupply Unit. The Parties acknowledge and agree that College is the owner of a mobile five-stage air compression system for filling self-contained breathing apparatuses used by fire fighters that is mounted on a trailer (identified by serial no. 5E2B11626E1049328) (the "Air Trailer"). City agrees that, during the term of this Agreement, College may store its Air Trailer in a City fire station to be determined by agreement of the Parties, and College agrees that City may use College's Air Trailer for emergency response and training within City's jurisdiction or the jurisdiction of any of City's mutual-aid partners. City's Fire Science Coordinator or designee will oversee the use and transportation of College's Air Trailer and all related equipment when utilized by City during trainings or incident response. The Fire Science Coordinator will report in writing any and all damage to College's Air Trailer and all related equipment to the Dean of Career and Technical Education promptly upon learning of such damage.

3.7 Temporary Storage Box. City agrees to allow College to place a temporary storage box onsite at FTF to allow College to store training supplies and equipment. College agrees that the temporary storage box must comply with all City ordinances, the Flagstaff City Code, and Flagstaff Fire Department policies and procedures. College agrees that City shall have the right to remove the

temporary storage box if not in compliance after College has been given an opportunity to cure any such non-compliance.

3.8 Disposition of Property. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, any equipment furnished or purchased by College for use in drills, training exercises, or classes at FTF shall be retained by College. Upon termination of this Agreement, any equipment furnished or purchased by City for use while utilizing College's classroom space and facilities shall be retained by City.

4. Effective Date and Term.

This Agreement shall become effective upon the execution of two (2) originals by the parties and shall continue in effect for a period of three (3) years from the date of execution. The Agreement shall be renewed automatically for two (2) additional one (1) year periods, unless, at least thirty (30) days prior to expiration of the Agreement, either Party notifies the other in writing of its decision to not renew the Agreement.

5. Termination

5.1 Either Party may terminate this Agreement immediately upon written notice if the other Party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from the Party not in default.

5.2 This Agreement may be terminated by either Party without cause upon thirty (30) days' written notice.

6. Conflict of Interest

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Section 38-511 of the Arizona Revised Statutes.

7. Notices

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

If to the City:	If to the College:

Fire Chief Flagstaff Fire Department City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Director of Purchasing & Auxiliary Services Coconino Community College 2800 S. Lone Tree Road Flagstaff, Arizona 86005

8. Indemnification.

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims that result in vicarious or derivative liability to the Indemnitee, are caused by the negligence, recklessness, or intentional wrongful conduct of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9. Dispute Settlement.

9.1 Meet and Confer. If either Party believes the other Party has breached this Agreement or otherwise has not complied with its obligations under this Agreement, the complaining Party may request an opportunity to meet and confer for the purpose discussing a mutually satisfactory resolution of the grievance or breach. Such meet-and-confer session shall occur within thirty (30) days of the request. The Parties each acknowledge their respective obligation to meet and confer in good faith.

9.2 Mediation. In the event that a dispute arises out of or relates to this Agreement and the dispute cannot be settled through negotiation, the Parties agree to first try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each Party shall bear its own costs in mediation. The Parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation.

9.3 Jurisdiction and Venue**.** This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Parties hereby submit to the original jurisdiction of those courts located within Coconino County, Arizona.

10. Integration; Modification.

Each of the parties acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties except as expressed herein, and that this Agreement constitutes that parties' entire agreement with respect to the matters addressed herein. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement executed by authorized representatives of both parties.

11. Waiver.

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

12. Severability.

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

13. Non-Assignability.

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of City or College to meet City's or College's obligations under this Agreement, the Party with an insufficient appropriation will notify the other party in writing of such occurrence, and this Agreement will 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 the other party under this Agreement beyond the amounts appropriated and budgeted by City or College to fund the obligations of the parties under this Agreement.

15. No Third Party Beneficiaries.

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, and obligations

of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

16. Records and Retention Requirements.

The Parties shall retain all records related to this Agreement, and each party shall have the right to inspect all records of the other party pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a period of time consistent with each Party's records retention policy. This record retention requirement shall remain in effect following expiration of this Agreement.

17. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

18. Compliance with Non-Discrimination Laws.

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 2009-09, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act.

19. Authority to Contract.

Each party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement.

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

City of Flagstaff	**Coconino County Community College District**
By: Gerald W. Nabours, Mayor	By:

Attest:	Attest:
City Clerk	
Approved as to form:	Approved as to form:
City Attorney	Attorney for the College

Coconino Community College
STAR
ECRWSS
POSTAL CUSTOMER
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Flagstaff, AZ
Permit No. 242
2800 S. Lone Tree Road, Flagstaff, AZ 86005 A Publication of Coconino Community College Fall 2014

Air trailer enhances CCC/Flag Fire partnership

CCC recently used STEM funds to purchase an air trailer to be used during firefighter training classes.

A partnership with Coconino Community College and the Flagstaff Fire Department is proving beneficial to both organizations.

"CCC is an important provider for us in terms of training and their vocational program," said Flagstaff Fire Chief Mark Gaillard. "The College assists in providing EMT classes, which are important for folks to have under their belt before they apply to our department or other regional fire departments."

As part of the agreement, CCC uses the Flagstaff Fire Department's training facility at the Wildcat Treatment plant area to train firefighters for northern Arizona, said Dr. Monica Baker, CCC's Dean of Career and Technical Education.

"All of our hands-on training is out there," said Dave Manning, CCC Emergency Medical Services and Fire Science Coordinator. "The students are cutting holes in roofs and doing vehicle extrications. It's set up for repeated student use."

Most recently, CCC used Science, Technology, Engineering, Math (STEM) money to purchase an $86,000 mobile air trailer to be used in firefighter training. The trailer is used to refill SCBA cylinders, which are used in the fire science education program.

"We are taking students through the basics of becoming a firefighter," Manning said. "We have a good partnership with the Flagstaff Fire Department to use their training facility. There's a smoke tower where we we are able to train the students on search and rescue and simulate house fires."

The firefighters-in-training use the air bottles when sent into a simulated fire. It allows for the firefighter to breathe cool, clean air while fighting a fire.

Depending on the size and capacity of the bottle, they can last anywhere from 30-minutes to an hour before they start to run out, Manning said. "In the past, we would have to travel back to a stationary station to refill them," he said. "Now we have the ability onsite."

Under the agreement, Flagstaff Fire will store and house the mobile air trailer and it will be available to support actual emergencies. Right now, not every fire station is equipped with a compressor to refill bottles, so many times, firefighters have to deal with the logistics of shuttling around extra bottles and refilling them.

"With the air trailer, we will be able to deploy it in and around Flagstaff," Gaillard said. "There isn't anything like that in northern Arizona. This air trailer is just another example of expanding the partnership with CCC."

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Michelle D'Andrea, City Attorney
Co-Submitter:	Rick Barrett, City Engineer
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Adoption of Ordinance No. 2015-01: An ordinance of the Mayor and Council of the City of Flagstaff, Arizona amending Title 10 Section 20 of the City Code regarding Subdivision Assurances.

RECOMMENDED ACTION:

1) Read Ordinance No. 2015-01 by title only for the final time
2) City Clerk reads Ordinance No. 2015-01 by title only (if approved above)
3) Adopt Ordinance No. 2015-01

Executive Summary:

The City of Flagstaff, like many other Arizona cities, experienced problems with failed subdivisions during the Great Recession. This revision to the City Code will strengthen the City's ability to complete subdivision infrastructure when the City finds it to be in the citizen's best interests. Specifically, this ordinance will clarify that successors to original developers are required to post adequate subdivision assurances when they obtain title to the subdivision property. It will also provide increased flexibility for the City Engineer as to the types of acceptable assurances and the ability to increase the amount of the assurances in certain instances.

Financial Impact:

Adoption of this ordinance would have a positive financial impact, especially in bad financial times when subdivisions may fail.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOAL:

Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

REGIONAL PLAN:

Goal WR.4 Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient deliver of services.
Goal T.8 Establish a functional, safe, and aesthetic hierarchy of roads and streets.
Goal PF.2 Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Council discussed this possible revision to the City Code in a work session on January 27, 2015 and provided direction to the City Attorney's office during an executive session on September 30, 2014. First reading of the ordinance was held on February 17, 2015.

Options and Alternatives:

Council may adopt the recommended changes to protect the City fiscally when subdivisions fail.
Council may reject the changes and determine that the community is better served by accepting some risk of failed subdivisions.
Council may accept some of the proposed changes and reject others.

Background/History:

Often during challenging financial times developers go bankrupt or sell their subdivision property to others due to financial problems. Sometimes the subdivisions are partially constructed when the property changes hands. Other times the subdivision is not at all constructed, but the roads in the subdivision are needed to connect to other properties. In these instances the City would be better protected by clear language in its Code that requires successor developers to post financial assurances to provide funds for completion of the subdivision infrastructure when the City determines that it is beneficial to complete or partially complete construction of the infrastructure.

Key Considerations:

The proposed changes to the Code would not alter the City's discretion as to whether it will call upon the assurance if the developer does not perform. The City's discretion is indicated in Section 10-20.100.040 (C)(1) and in the City's Assurance of Performance Agreement.

Expanded Options and Alternatives:

The proposed amendment to the Code would also make several minor changes:
1. It would allow the City to enter into a Third Party Trust agreement in lieu of an agreement for assurances. The Third Party Trust agreement prevents a developer from selling the subdivision or a portion of the subdivision to anyone before the infrastructure is completed and accepted by the City.
2. It clarifies that the City may require assurances for private amenities included in subdivision plats such as clubhouses, pools, etc.
3. It clarifies that assurances are not required if the infrastructure has been constructed and accepted by the City Engineer.
4. It allows the City Engineer to require separate assurances for different types of infrastructure or to secure the site.
5. It allows the City Engineering to require larger assurances if estimates related to franchise utilities are underestimated.
6. It allows the City to hold a portion of the assurances until the one-year warranty period for the infrastructure expires.
7. It clarifies that the City may deduct its costs for administering an assurance form the proceeds if necessary.
8. It allows the City Engineer to increase the amount of the assurance due to change in circumstances when granting a time extension for completion of the infrastructure.

Attachments: Ord. 2015-01

ORDINANCE NO. 2015-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, *ZONING CODE,* CHAPTER, 20, *ADMINISTRATION, PROCEDURES AND ENFORCEMENT,* DIVISION 100, *ASSURANCE OF PERFORMANCE FOR CONSTRUCTION* AND REPEALING CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council of the City of Flagstaff believes it is in the best interests of the City to amend its City Code regarding subdivision assurances to clarify that successor developers must post new bonds upon obtaining title to the subdivision property and make other appropriate changes to the Code; and

WHEREAS, the City is empowered to make such changes under its Charter and state law.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 10, Chapter 20, Division 100 is hereby amended as set forth below (deletions shown as stricken, and additions shown as capitalized text):

10-20.100.010 Purpose

The purpose of this Division is to comply with Arizona law regarding assurances of performance and to ~~ensure the installation of required public and private infrastructure improvements for new subdivisions (City Code Title 11, Subdivision and Land Split Regulations) and residential and non-residential development~~set forth the City's expectations of developers regarding subdivision infrastructure.

10-20.100.020 Applicability

A. The provisions of this D~~d~~ivision apply to the following:

1. Public improvements within City public rights-of-way;
2. Public improvements on private property within easements; and,
3. For subdivisions, private improvements on public and private property, including, but not limited to:
    a. Franchise utilities (such as electric, gas, phone, or cable);
    b. Drainage improvements;

c. Landscaping as identified and approved by the preliminary plat; and,

d. Private streets and alleys.

e. Other private amenities included in the subdivision plat such as clubhouses, pools, ramadas, etc.

10-20.100.030 Assurances Required

~~No~~If the public and private subdivision infrastructure has not been constructed and accepted by the City Engineer, no final plat shall be recorded, nor shall a building permit be issued, ~~unless~~until the applicant has posted an assurance of performance as set forth in Section 10-20.100.040~~,~~(Acceptable forms of Assurance of Performance)~~ Acceptable Forms~~ below. If the applicant or any of its successors or assigns obtains by any means a portion of the plattted property before the improvements described in Section 10-20.100.020 have been accepted by the City Engineer in writing, then the new property owner must post a new assurance as set forth in Section 10-20.100.040 below and sign a new Assurance of Performance~~, below.~~ Agreement. The City Engineer may require a new Engineer's Estimate at this time, or may require reasonable increases in the amount of the assurance due to increased costs, inflation or other appropriate reason. Any remaining assurance posted by the applicant (or a successor) will not be released until the successor has posted the new assurance and signed the Assurance of Performance Agreement.

In lieu of the requirements above, a third-party trust agreement with the City that prohibits conveyance of title to the subdivision or any portion of the subdivision until after the infrastructure has been constructed and accepted by the City Engineer may replace the assurances required above if it is in a form of agreement acceptable to the City.

10-20.100.040 Acceptable Forms of Assurance of Performance

A. The City Engineer may require the applicant to post separate assurances to cover portions of the improvements and may require the posting of an assurance to cover the costs of securing the site should the improvements remain incomplete as described in Subsection (C)(1) below. The following forms of assurance may satisfy the requirements of Section 10-20.100.030,(Assurances Required)~~:~~.

1. Cash Deposit: The applicant may provide a cash deposit. The City Finance Division will maintain a separate accounting for the deposit; however, the applicant does not accrue interest on this type of assurance;

2. Certificate of Deposit: The applicant may provide a certificate of deposit (automatically renewable). The certificate of deposit must be accompanied by an "Assignment of Certificate of Deposit and Acknowledgement by Issuer" form;

3. Letter of Credit: The applicant may provide an irrevocable standby letter of credit from an approved bank or other approved financial institution authorized to do business in the State of

Arizona. The irrevocable letter of credit shall provide that if all required improvements are not completed and accepted within the time allowed, the City may draw sufficient funds from the letter of credit to finance the construction of any remaining required improvements; or,

4. Performance Bond: The applicant may post a performance bond issued by a surety bonding company holding a certificate of authority to transact business in the State of Arizona. Bonds shall not be executed by an individual surety or sureties. The bond shall be made payable and be acceptable to the City, written and countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and have attached thereto a certified copy of power of attorney of the signing official. In addition, said company shall be rated "A-" or better as required by the City, as currently listed in the most recent Best Key Rating Guide, published by the A. M. Best Company.

B. Procedures for Assurance of Performance Options

1. All of the above assurance of performance options must be accompanied by a City "Assurance of Performance Agreement" for the required improvements. In addition, if the applicant is a legal entity, such as a corporation, limited liability company, partnership or trust, the assurance must also be accompanied by a City "Authorized Signature" form. In addition, the applicant shall provide an engineer's estimate of probable construction cost prepared by a registered engineer licensed in Arizona, which itemizes all of the costs to design and construct the required improvements. The City Engineer or his or her designee may sign the Assurance of Performance Agreement on behalf of the City after approval as to form by the City Attorney or his or her designee.

2. The applicant shall provide to the City Engineer an assurance in a form specified in Subsection A above, and approved by the City Engineer and City Attorney, for performance of the required improvements in an amount not less than 120 percent of the cost as estimated by the applicant's engineer for the construction and installation of the required improvements, or uncompleted portions thereof. At the discretion of the City Engineer, the assurance amount may be increased above 120 percent in situations which may include, but are not limited to, incomplete design construction plans or anticipated design or construction difficulties. The City may also require the applicant to post additional assurances in the course of the project if the estimate relating to franchise utilities is underestimated at the time the assurance is posted. The original amounts of the assurance option selected by the applicant, as provided in Subsection A above, including cash deposits, letters of credit and performance bonds, but

excluding certificates of deposit, may be reduced or drawn down upon acceptable completion of portions of the required improvements as determined by the City Engineer. The City Engineer may authorize releases of no less than 20 percent of the assurance. In no event, without prior approval of the City Engineer, shall the assurance be reduced below 20 percent of its original amount until the required improvements are completed and accepted~~.~~ and the one-year warranty period has expired . All sums of the assurance remaining, including interest where applicable, shall be returned or released to the applicant within 30 days after ~~final written acceptance of the improvements by the City Engineer~~the one-year warranty period has expired.

C. Term of Obligation

1. The period within which the required improvements must be completed shall be incorporated into the documents creating the assurance. If the improvements are not completed within the specified period as evidenced either by a lack of work on the improvements for a period of 60 consecutive calendar days (except for adverse weather conditions); or the improvements as constructed are not acceptable to the City and the applicant is unwilling or unable to make satisfactory corrections, the City may, upon written notice to the applicant thereof, draw from the applicable assurance funds the estimated amount necessary to complete the improvements.

2. The applicable assurance, or applicable portion thereof, shall remain in full force and effect until the required improvements have been completed and accepted by the City Engineer by a letter of acceptance; or until the applicable assurance funds have been exhausted by the City. The City may deduct from the proceeds obtained from the assurance its reasonable attorneys' fees, costs and administrative costs for enforcing and/or administrating the assurance. The City may reduce the amount of public or private improvements constructed from the proceeds of the assurance as a result of that deduction.

3. An extension of the period within which the required improvements must be completed may be granted for sufficient cause for the improvements at the discretion of the City Engineer if requested in writing by the applicant, provided that the term of the applicable assurance is extended for such period. At the time the extension is requested, the City Engineer may require additional assurances due to a change in circumstances such as increased costs, inflation, or for other appropriate reasons.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes 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 3rd day of March, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Approval of Agreement: Intergovernmental Agreement between City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2015, Special Election.

Executive Summary:

On January 6, 2015, the City Council adopted Resolution No. 2014-43 calling for a special election to be held on May 19, 2015, to submit to the registered voters of Flagstaff the first set of proposed amendments to the City Charter. With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective county. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), mails and receives the ballots, and counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County in this Special Mail Ballot Election.

Financial Impact:

This election has been budgeted in the FY2015 Budget. The services provided by the County are charged at $2.50 per registered voter. With approximately 31,000 registered voters, the County charges should be around $77,500. Additional expenses will be incurred with Election Operation Services for compilation, translation, and mailing of the associated Publicity Pamphlet as well as the notification postcards.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOAL

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses about City services, programs, policies, projects and developments

Has There Been Previous Council Decision on This:

While the Special Election itself has been discussed multiple times, as further explained under Background/History on the next page, the Intergovernmental Agreement has not been discussed although it is very similar to previous agreements.

Options and Alternatives:

1) Approve the IGA as presented or 2) amend the IGA and return to Coconino County for further consideration.

Background/History:

The City Council initially gave direction to conduct a comprehensive review of the City Charter through a City Manager-appointed resident committee. This committee met 10 times during 2014 and presented their recommendations to the City Manager in October. On October 28 and November 25, 2014, the City Council discussed these questions and directed staff to bring back in resolution form those questions which were determined had sufficient public input due to the housekeeping changes that were either clarifying (e.g., personnel-related items determined by City Manager such as personnel hires or rules to conform to our Council-Manager form of government, etc.) or of a technical nature (e.g., specifying certain actions are determined by ordinance, etc.) to be placed on the ballot for May 19, 2015.

The remaining questions which focus more broadly on policies that Council believes should continue to be further reviewed and discussed with the public, will be taken to the residents of Flagstaff for additional input and will be considered for placement on a future ballot by the Council at a later time for ultimate citizen decision.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

An election of this type provides the ultimate power to the voters of the City, in allowing them to amend the Charter.

Attachments: IGA

INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF SERVICES BY THE
COCONINO COUNTY RECORDER'S OFFICE

THIS AGREEMENT is entered into this _____ day of _____, _____ between **COCONINO COUNTY RECORDER'S OFFICE** ("Recorder"), for and on behalf of the **COCONINO COUNTY BOARD OF SUPERVISORS**, the governing body of Coconino County, a political subdivision of the State of Arizona ("***COUNTY")***, and **CITY OF FLAGSTAFF**, ("***CITY").***

RECITALS

1. ***CITY*** is authorized under Flagstaff City Charter, Article IX, to hold primary, general, and special elections.

2. ***COUNTY*** is authorized, pursuant to A.R.S. Sections 16-408.D, and 11-251.3, to perform services concerning elections.

3. ***COUNTY*** is authorized by A.R.S. Section 16-172 to allow any political subdivision conducting an election to utilize the County registration rolls upon negotiation of an agreement to reimburse the County Recorder for actual expenses for preparing the necessary lists for use in such election.

4. ***COUNTY*** and ***CITY*** have determined that the use of the services of the Recorder's Office is in the public interest, and ***COUNTY*** agrees to provide such services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for services for the joint exercise of powers common to both the ***CITY*** and the ***COUNTY*** and in consideration of the mutual covenants and stipulations set forth below, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of the Agreement is to secure the services of ***COUNTY***, as enumerated in Section 2, for the preparation and conduct of the ***CITY'S*** Special Election regarding charter amendments, which will be conducted by mail ballot (the "Election").

SECTION 2: SERVICES TO BE PERFORMED BY *COUNTY*

COUNTY, or its designated agent, agrees to:

For all elections:

2.1 Provide ballots, which will allow qualified electors to vote for any questions or candidates appearing on the ballot.

2.2 Cause the election boards to use the copies of the registers, prepared from the records of the Recorder, for the purpose of identifying the electors qualified to vote in ***CITY*** elections.

2.3 Conduct training as necessary.

2.4 Staff voting and tally boards, count ballots, and transmit the results to ***CITY*** within five (5) business days of each Election day.

2.5 Provide facilities for counting the ballots.

2.6 Provide facilities for obtaining replacement ballots for voters who misplace ballots, do not receive ballots, or spoil ballots in any way.

2.7 Provide translation, layout, and printing of ballots, ensuring that the return ballot envelopes are coded with a special postal code so that postal officials know to handle them with extreme care and promptness, and not to leave them unsecured.

2.8 Prepare the necessary registers for use in the election.

2.9 Provide an electronic file of all of the registered voters to William E. Doyle, a sole proprietor, doing business as Elections Operations Services, in time to meet all legal requirements and deadlines.

2.10 Provide publicity for last day to register, replacement ballots; drop off locations, and early voting availability and deadlines.

2.11 Provide to ***CITY*** an itemized statement of charges.

For polling place elections only: N/A

2.12 Establish polling place and provide staffing for the polling place election.

2.13 Provide facilities where voters may hand deliver ballots during regular business hours, Monday through Friday, throughout the balloting period, or during the hours of 6:00 a.m. to 7:00 p.m. on each Election Day.

2.14 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff who is on the County's permanent early voting list or who has requested an early ballot pursuant to law. Ballots must be mailed within the statutorily required timeframes.

For mail ballot elections only:

2.15 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff.

2.16 Mail a notice of election to every registered voter for the purpose of notifying voters of the mail ballot election and to clean up the election rolls.

SECTION 3: OBLIGATIONS OF CITY OF FLAGSTAFF

CITY, or its designated agent, agrees to:

3.1 Upon completion of the canvass, prepare and issue the Certificate of Results for the Primary and General Elections, if applicable.

3.2 Pay to ***COUNTY***, on a reimbursement basis, the actual cost of the service provided including, but not limited to $2.50 per registered voter in the special election and for the actual cost of outreach, and administrative services provided by ***COUNTY*** pursuant to this Agreement. ***CITY*** will pay ***COUNTY*** within thirty (30) days after presentation by ***COUNTY*** of demand for payment.

3.3 Submit before the Election, upon request from ELECTION OPERATION SERVICES, (EOS) a check payable to EOS for estimated election postage costs for the mailing of the special postcard notification and mailing of information pamphlets. In addition, ***CITY*** will pay EOS directly for costs associated with Spanish translations of voting information, the actual cost of informational pamphlets, notification postcards, ballots, materials, and other election services as needed, upon presentation of an itemized billing by EOS.

3.4 All books, accounts, reports, files, and other records of the ***COUNTY*** relating to the contract shall be subject at all reasonable times to inspection and audit by the ***CITY*** for three (3) years after completion of the contract.

3.5 Publish and/or post all legal notices required by statute.

3.6 Prepare and submit Voting Rights Act submissions to the U.S. Justice Department, if applicable.

3.7 Provide translation, layout, printing, and mailing of Informational Pamphlet.

3.8 Prepare and file a report to the Speaker of the House and President of the Senate regarding the Mail Ballot Election results as required by statute. Provide any other notices, including but not limited to notice of change to taxing district boundaries, required for the contract for elections.

SECTION 4: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Agreement.

SECTION 5: TERMINATION

This Agreement shall terminate upon completion or resolution of all matters connected with the election, legal challenges excepted, or upon written notice by either party to the other within

thirty days (30) prior to the election date. Should the elections which are the subject of this Agreement be challenged or questioned for any reason whatsoever, then ***CITY*** shall be solely responsible for the defense of the election, however, the County agrees to make its officers and employees available to testify as witnesses in any litigation related to the Election and to make its officers and employees available for any reasonable preparation for any such litigation.

SECTION 6: INDEMNIFICATION

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

SECTION 7: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective at the time of signing and shall terminate as provided in Section 5.

SECTION 8: SEVERABILITY

If any provision of this Agreement or application of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement.

SECTION 9: AUTHORITY TO CONTRACT

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the Agreement.

SECTION 10: CONFLICT OF INTEREST

This Agreement is subject to Arizona Revised Statutes Section 38-511 and may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is an employee, consultant, or agent of the other party to this Agreement.

SECTION 11: DISPUTE RESOLUTION

11.1 Resolution of Issues Raised by Third Parties. The Parties understand that from time to time members of the public may raise issues about the conduct of an Election. If requested by the City, the County agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The City will not request an explanation from the County until after the canvass of the election and the time period for filing an election challenge has passed. If an election challenge is filed by the member of the public who has raised issues about the conduct of an Election, or if the member of the public has brought any legal action to enforce election laws, this paragraph is not applicable.

11.2 Attorneys' Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

11.3 If there is a dispute between the parties as to whether their actions are compliant with all applicable laws, the Parties may jointly consult with the Secretary of State's Office for assistance in reaching a resolution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2015.

CITY OF FLAGSTAFF

_____
MAYOR

ATTEST:

_____
CITY CLERK

In accordance with A.R.S. §11-952, the undersigned, as legal counsel for the City of Flagstaff, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the CITY.

_____
CITY ATTORNEY

COCONINO COUNTY

_____
COCONINO COUNTY RECORDER

_____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
CLERK OF THE BOARD

In accordance with A.R.S. §11-952, the undersigned, as legal counsel for Coconino County, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the COUNTY.

_____
DEPUTY COUNTY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David McIntire, Asst to CM for RE/Acting Com. Inv. Mgr.
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Adoption of Resolution No. 2015-05: A resolution abandoning the Emergency Access Easement on Lot A of the Final Plat of the Marketplace/Flagstaff Auto Park and authorizing the Mayor to execute any necessary documents.

RECOMMENDED ACTION:

1) Read Resolution No. 2015-05 by title only.
2) City Clerk reads Resolution No. 2015-05 by title only (if approved above)
3) Adopt Resolution No. 2015-05.

Executive Summary:

Plateau Engineering submitted a request for the abandonment of a fifty foot (50') Emergency Access Easement across parcel 113-82-051B on behalf of the owner. The easement appears on the Final Plat of the Marketplace/Flagstaff Auto Park which is recorded in the Coconino County Records as document 3430462.

The easement crosses Tract A of the plat connecting Railhead Avenue with Marketplace Drive. It was originally required to provide a fire station located on Railhead Avenue with access to Marketplace Drive in order to ensure appropriate response times during the development of the area. Staff historical research has indicated that the easement was originally intended to be temporary, however the language on the plat does not provide for automatic abandonment and there has been no legal documentation of that fact. The fire station has since been sold and is no longer in public service. According to the Flagstaff Fire Department there is no further need for the easement and they are supportive of its abandonment through the required process. The easement is currently improved and is being used by private parties as a through road which is not generally an allowed use for an Emergency Access Easement.

There were numerous discussions internally regarding potential of continued benefit from the easement. Letters were sent to all owners within 300' of the easement and there were there signs posted announcing this meeting as well as an advertisement placed in the Arizona Daily Sun. There has been no response received from the public and no concerns expressed from staff. A presentation of the item was made to the Planning and Zoning Commission and they unanimously supported the proposed abandonment. (Resolution and supporting documents to be attached with the Final Agenda packet).

Financial Impact:

As the easement was intended to be temporary in nature and currently provides no financial value for the City of Flagstaff there are no significant financial impacts to the abandonment.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

9) Foster relationships and maintain economic development commitment to partners

REGIONAL PLAN:

Goal ED 8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.

Has There Been Previous Council Decision on This:

There has been no previous City Council decision on this item, but the Planning and Zoning Commission has voted to recommend approval.

Options and Alternatives:

1) Approve the abandonment of the Emergency Access Easement. Pros: Removes an easement currently not performing its intended purpose and of no use to the City and allows for better design and use of the parcel it crosses. Cons: Removes the rights the City has to use the easement should there ever be a need identified in the future.

2) Reject the abandonment as presented and offer to abandon it with conditions identified by Council. Pros: May accomplish the same function with more favorable terms. Cons: Would delay the abandonment and slow development of the parcel and any benefit in jobs and/or sales tax.

3) Reject the abandonment. Pros: Maintains City control of the easement in case there is any future need identified. Cons: It is not anticipated there will be any future need for the easement and the current situation limits the development of the parcel and reduces its ability to contribute economically.

Key Considerations:

1) The easement is shown on the plat as an Emergency Access Easement. and was intended to be temporary and serve the fire station located on Railhead Avenue.

2) The Fire Station has been sold and is now owned by a private entity. The easement is no longer used by emergency vehicles, but is frequently used by private traffic which is not technically allowed.

3) The easement limits the development potential of the parcel without providing the City or the public a significant benefit.

4) The Planning and Zoning Commission support s the abandonment.

5) Abandonments are vetted internally to ensure the loss of control and rights will not present a problem in the future.

Community Involvement:

Inform
Consult
Involve
Collaborate

Attachments: Easement plat

Res. 2015.05
Agreement.Release
Release.Reconveyance

3430462 1 of 3

FINAL PLAT

THE MARKETPLACE/FLAGSTAFF AUTO PARK

A PORTION OF SECTION 8, T. 21 N, R. 8 E, G.&S.R.B.&M.

FLAGSTAFF, COCONINO COUNTY, ARIZONA

OWNER

STATE OF ARIZONA
1616 WEST ADAMS STREET
PHOENIX, AZ 85007
PHONE: 602-364-0483
CONTACT: MARK WINKLEMAN

SUBDIVIDERS

RAILHEAD ASSOCIATES, L.L.C.
C/O UNIVEST
4800 N. SCOTTSDALE ROAD
SUITE 1400
SCOTTSDALE, AZ 85251
PHONE: 480-421-6713
FAX: 480-421-6701
CONTACT: DAVID BECKHAM

WESTCOR
11411 N TATUM BOULEVARD
PHOENIX, AZ 85028
PHONE: 602-953-6251
FAX: 602-953-6298
CONTACT: RANDY SCHEEL

FLAGSTAFF AUTO MALL DEVELOPMENT, L.L.C.
405 N. BEAVER ST., STE. 7
FLAGSTAFF, AZ 86001
PHONE: 928-779-3600
FAX: 928-774-1160
CONTACT: HILTON HARRIS

BASIS OF SURVEY

NORTHLAND EXPLORATION SURVEYS, INC., ALTA SURVEY DATED APRIL, 2000 AND FIELD UPDATES APRIL, 2003.

ENGINEER/SURVEYOR

VAL-TEC, INC.
1661 E. CAMELBACK ROAD
SUITE 178
PHOENIX, AZ 85016
PHONE: 602-265-6417
FAX: 602-234-3606
CONTACT: DENNIS L. DEWITT, PE, LS
REGISTRATION # 9355
REGISTRATION # 17187

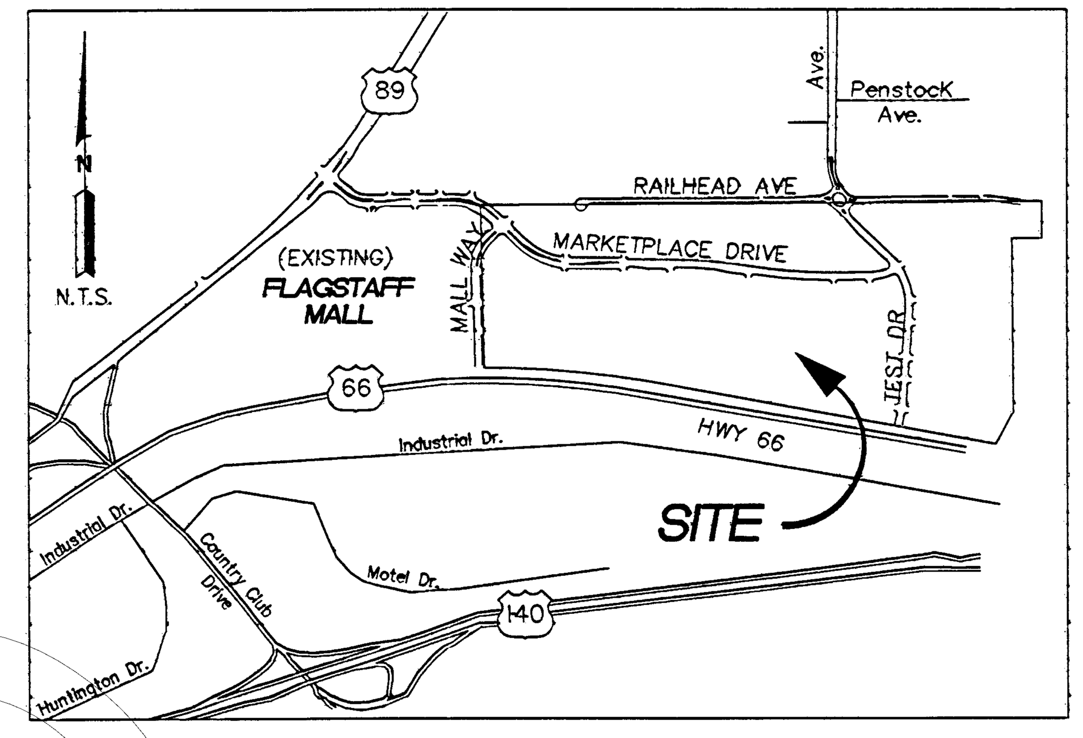
AREA NOTES:

A PORTION OF MALL WAY IS LOCATED WITHIN EXISTING SPUR STREET RIGHT OF WAY AND CITY OWNED LAND. EXCESS SPUR STREET RIGHT OF WAY WILL BE ABANDONED TO FLAGSTAFF MALL BY SEPARATE ACTION.

TRACT 'A' AND LOTS 1 THRU 5, 12 AND 13 AREAS INCLUDE THE PROPOSED RAILHEAD AVENUE ROADWAY EASEMENT ABANDONMENT.

ENGINEER NOTE

STREET INTERSECTIONS SHALL BE SUBJECT TO DETAIL 'B' CLEAR VIEW ZONE DETAIL.



VICINITY MAP

N.T.S.

LEGEND

EXISTING RIGHT OF WAY LINE	
PROPOSED RIGHT OF WAY LINE	
PROPOSED LOT LINE	
EASEMENT LINE	
MONUMENT LINE	
SECTION LINE	
PHASE LINE	
S/W	SIDEWALK
ESMT.	EASEMENT
(M)	MEASURE
(R)	RECORD
COR.	CORNER
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
DKT.	DOCKET
CCR	COCONINO COUNTY RECORDERS
FD.	FOUND
RBR	REBAR
W/	WITH
R/W	RIGHT OF WAY
A.D.O.T.	ARIZONA DEPARTMENT OF TRANSPORTATION
SF	SQUARE FOOTAGE
Ac	ACRE
M.O.D.	MAP OF DEDICATION
TYP.	TYPICAL
W.E.	WATER EASEMENT
S.E.	SEWER EASEMENT
W.&S.E.	WATER & SEWER EASEMENT
R.L.S.	REGISTERED LAND SURVEYOR
E.A.E.	EMERGENCY ACCESS EASEMENT
T.S.E.	TEMPORARY SLOPE EASEMENT
P.D.E.	PRIVATE DRAINAGE EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

NOTES:

1. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

a. REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING: (ORD. 2000-08.6 6 00)

b. CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

No 3430462 1 of 3
RECORDED AT REQUEST OF City of Flagstaff
DATE 3-20-2007 3:02 pm
Records of Coconino County, Arizona
CANDACE OWENS
County Recorder

LEGAL DESCRIPTION

A PORTION OF THE NORTH ½ OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST SECTION CORNER OF SAID SECTION 8, THENCE S 01° 04' 33" E [BASIS OF BEARING (NW SECTION CORNER TO N 1/4 OF SECTION 8): N 89°41' 00" E (BOOK 7 OF SURVEYS, PAGE 102)], ALONG THE WEST SECTION LINE OF SAID SECTION 8, FOR A DISTANCE OF 100.01 FEET TO A SET ½" REBAR W/CAP 14671, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE N 89° 41' 00" E, PARALLEL TO AND 100 FEET SOUTH OF THE NORTH SECTION LINE OF SAID SECTION 8, FOR A DISTANCE OF 2635.78 FEET TO A SET ½" REBAR W/CAP 14671; THENCE N 89° 37' 16" E, PARALLEL TO AND 100 FEET SOUTH OF SAID NORTH SECTION LINE, FOR A DISTANCE OF 806.54 FEET TO A FOUND CAP 13010, SAID POINT THE NORTHWEST CORNER OF AN UNRECORDED LEASE TO ARIZONA DEPARTMENT OF TRANSPORTATION; THENCE S 00° 17' 19" E, ALONG THE WEST PARCEL LINE OF SAID UNRECORDED LEASE, FOR A DISTANCE OF 230.08 FEET TO A SET ½" REBAR W/CAP 14671; THENCE S 89° 40' 11" W, ALONG SAID WEST PARCEL LINE, FOR A DISTANCE OF 185.00 FEET TO A SET ½" REBAR W/CAP 14671; THENCE S 00° 19' 49" E, ALONG SAID WEST PARCEL LINE, FOR A DISTANCE OF 1074.11 FEET TO A SET ½" REBAR W/CAP 14671; THENCE S 27° 22' 54" W, ALONG SAID WEST PARCEL LINE, FOR A DISTANCE OF 226.20 FEET TO A FOUND ½" REBAR, SAID POINT BEING RESET WITH A ½" REBAR W/CAP 14671, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 66 AS DESCRIBED AFTER THE RELINQUISHMENT OF 200 FEET OF RIGHT-OF-WAY PER DOCKET 427, PAGE 244; THENCE N 79° 31' 14" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2018.02 FEET TO A SET ½" REBAR W/CAP 14671, SAID POINT BEING CONCENTRIC TANGENT SPIRAL POINT; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG A CONCENTRIC SPIRAL CURVE TO THE LEFT, THE CENTERLINE OF THE SAID U.S. HIGHWAY 66 SPIRAL CURVE HAVING A DELTA ANGLE OF 01° 00' 00" AND A FINAL RADIUS OF 5829.58 FEET, FOR A SPIRAL LENGTH OF 200 FEET, THE CHORD OF SAID RIGHT-OF-WAY CURVE BEARS N 79° 51' 05" W FOR 201.49 FEET TO A SET ½" REBAR W/CAP 14671, SAID POINT BEING A SPIRAL CURVE POINT; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09° 28' 08" AND A RADIUS OF 5829.58 FEET, FOR A DISTANCE OF 963.43 FEET, THE CHORD OF SAID CURVE BEARS N 85° 14' 58" W FOR 962.33 FEET, TO A SET ½" REBAR W/CAP 14671, SAID POINT BEING THE INTERSECTION OF THE SAID NORTH RIGHT-OF-WAY LINE AND THE WEST SECTION LINE OF SAID SECTION 8, FROM WHICH THE WEST 1/4 OF SAID SECTION 8 BEARS S 01° 04' 33" E A DISTANCE OF 1561.38 FEET; THENCE N 01° 04' 33" W, ALONG SAID WEST SECTION LINE, FOR A DISTANCE OF 1004.12 FEET TO THE TRUE POINT OF BEGINNING.

UTILITY COMPANY APPROVALS

TELEPHONE: [signature] QWEST 3-13-07 DATE

CABLE: [signature] NPG CABLE 3-8-07 DATE

GAS: [signature] UNISOURCE ENERGY SERVICES 3/8/2007 DATE

ELECTRIC: Paul J Unroot ARIZONA PUBLIC SERVICE COMPANY 3-8-07 DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT FLAGSTAFF AUTO MALL DEVELOPMENT, L.L.C., AS OWNER OF TRACTS 'A' AND 'B' AND LOTS 1 THRU 13 AND PROPOSED STREETS, MARKETPLACE DRIVE, TEST DRIVE AND MALL WAY AND THE STATE OF ARIZONA AS OWNER AND RAILHEAD ASSOCIATES, L.L.C., AS LESSEE, (LEASE NUMBER 03-104732), AS TO LOT 14, DO HEREBY PUBLISH THIS PLAT AS "THE MARKETPLACE/FLAGSTAFF AUTO PARK FINAL PLAT" BEING A PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA. OWNERS DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND TRACT, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME, AND/OR LETTER GIVEN TO EACH RESPECTIVELY. OWNERS HEREBY DEDICATE TO THE CITY OF FLAGSTAFF THE RIGHTS OF WAY AS SHOWN ON THE PLAT AND GRANTING OF EASEMENTS FOR THOSE OTHER AREAS DESIGNATED ON THE PLAT FOR PUBLIC USE AS A PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, TEMPORARY SLOPE EASEMENT, PRIVATE DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT. AS TO LOT 14, ANY EASEMENTS GRANTED THEREON ARE SUBJECT TO THE TERM OF THE LEASE BETWEEN STATE OF ARIZONA, OWNER, AND RAILHEAD ASSOCIATES, L.L.C., LESSEE, AND SHALL TERMINATE UPON THE TERMINATION OF SAID LEASE.

PUBLIC UTILITY EASEMENTS ARE GRANTED FOR THE BENEFIT OF PUBLIC OR PRIVATE UTILITIES AND ARE LOCATED WHERE SHOWN, IN, OVER, AND UNDER THE AREAS DESIGNATED AS SUCH HEREON, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF NECESSARY UTILITIES. LOCATING UTILITY FACILITIES IN THIS PUBLIC UTILITY EASEMENT SHALL COMPLY WITH THE CODES AND REGULATIONS OF THE CITY OF FLAGSTAFF, ARIZONA. PUBLIC UTILITIES SHALL BE OWNED AND MAINTAINED BY CITY OF FLAGSTAFF. PRIVATE UTILITY COMPANIES SHALL REMAIN RESPONSIBLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE AND REPAIR OF THEIR UTILITY FACILITIES.

TEMPORARY CONSTRUCTION EASEMENTS ARE NOTED FOR THE USE AND BENEFIT FOR EACH LOT AND THE ABUTTING LOT. PRIVATE DRAINAGE EASEMENTS ARE GRANTED FOR THE BENEFIT OF LOTS 5 AND 6 ALONG THEIR COMMON LOT LINE, LOT 12 ACROSS LOTS 5, 6 AND 13 AND LOT 13 ACROSS LOTS 5 AND 6 FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE ITEMS AS DEEMED NECESSARY BY THE CITY OF FLAGSTAFF.

OWNERS WARRANT AND REPRESENT TO THE CITY OF FLAGSTAFF TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES, OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THIS PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE COCONINO COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF:

THE STATE OF ARIZONA, AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED REPRESENTATIVE.

THIS 6 DAY OF MARCH, 2007

BY: Jamie L Hogue
DEPUTY COMMISSIONER

ITS:

ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF MARCH, 2007, BY JAMIE HOGUE OF THE STATE OF ARIZONA

Carol A. Ewing
NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 28, 2009

OFFICIAL SEAL CAROL A. EWING NOTARY PUBLIC - State of Arizona MARICOPA COUNTY My Comm. Expires Jan. 28, 2009

FLAGSTAFF AUTO MALL DEVELOPMENT, L.L.C., AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED REPRESENTATIVE.

THIS 12th DAY OF MARCH, 2007

BY: Hilton Harris

ITS: MEMBER

ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss.
COUNTY OF COCONINO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF March, 2007, BY Hilton Harris OF FLAGSTAFF AUTO MALL DEVELOPMENT, L.L.C.

Linda Stump
NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL RONDA STUMP NOTARY PUBLIC-STATE OF ARIZONA COCONINO COUNTY My commission expires Sept. 25, [illegible]

RAILHEAD ASSOCIATES, L.L.C., AS LESSEE HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED REPRESENTATIVE.

THIS 5 DAY OF March, 2007.

BY: MC Treadwell

ITS: GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF March, 2007, BY MC TREADWELL OF RAILHEAD ASSOCIATES, L.L.C.

Ilene McKenna
NOTARY PUBLIC

MY COMMISSION EXPIRES December 13, 2008

OFFICIAL SEAL ILENE MCKENNA Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires Dec. 13, 2008

CITY OF FLAGSTAFF

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE 5th DAY OF April 2005

BY: Joseph C Donaldson
MAYOR

ATTEST: Margie Brown
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE DEVELOPMENT REVIEW BOARD OF FLAGSTAFF, ARIZONA ON THE [illegible] DAY OF January 20[illegible].

BY: James McGrath
CHAIRPERSON

BY: Reid Miller
CITY ENGINEER

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT, ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dennis L. DeWitt
DENNIS L. DeWITT, ARIZONA R.L.S. #17187 DATE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 17187 DENNIS LeROY DeWITT Date Signed 2-27-07 ARIZONA, USA

FINAL PLAT
THE MARKETPLACE/FLAGSTAFF AUTO PARK
Val-Tec, Inc.
CONSULTING CIVIL ENGINEERS/ LAND SURVEYORS
THE CAMELBACK ARBOLEDA-1661 E. CAMELBACK RD., STE. 178
PHOENIX, AZ 85016 PH (602) 265-6417 FAX 234-3606
E-MAIL civileng@val-tec.com

DESIGN	DRAWN	CHECK	DATE	JOB	SHEET
JJ	JJ	CgN	02/27/07	VT 31-11	1 of 3

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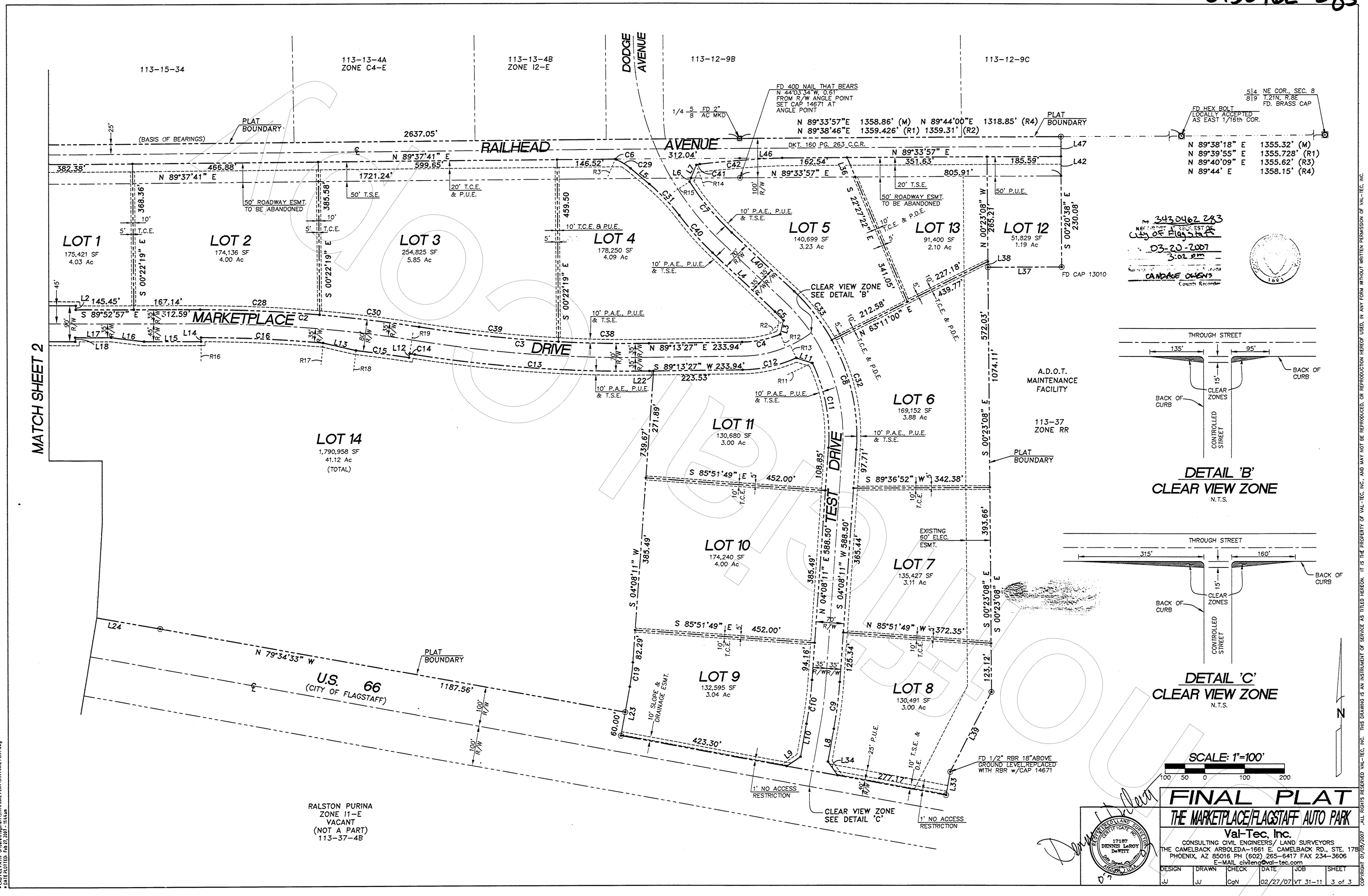
Official Records of Coconino County 3430462
Candace Owens - Recorder 03/20/2007 03:02 PM Pgs: 3
CITY OF FLAGSTAFF M-P $38.00

3430462 283



FINAL PLAT

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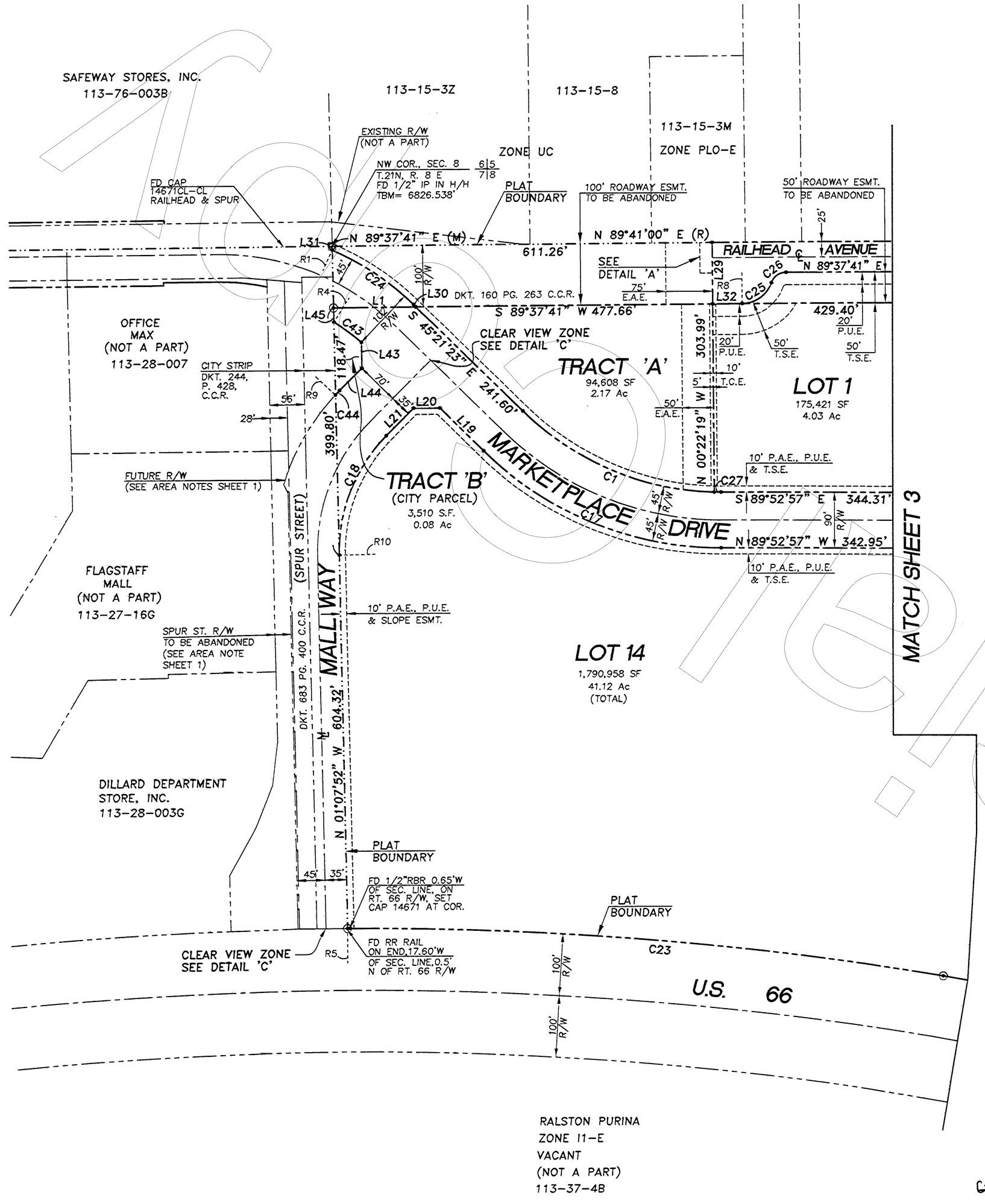
3430462 383



LINE TABLE

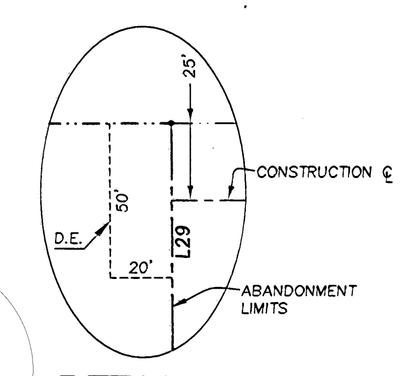
LINE	BEARING	DISTANCE
L1	N 89°37'41" E	132.28'
L2	S 00°07'03" W	10.00'
L3	N 12°01'42" E	36.44'
L4	N 46°31'53" W	215.71'
L5	S 49°43'44" E	61.78'
L6	N 21°45'10" E	10.20'
L7	N 21°45'10" E	36.01'
L8	S 10°25'27" W	82.93'
L9	N 79°34'33" W	70.00'
L10	N 10°25'27" E	82.93'
L11	N 72°12'49" W	42.47'
L12	S 09°06'36" W	10.00'
L13	N 77°07'57" W	84.80'
L14	S 00°09'12" W	10.00'
L15	N 89°52'57" W	143.46'
L16	N 82°59'26" W	83.33'
L17	N 89°52'57" W	89.87'
L18	S 00°07'03" W	10.00'
L19	N 45°21'23" W	98.82'
L20	S 89°38'37" W	42.37'
L21	S 44°38'37" W	62.55'
L22	N 89°13'27" E	10.41'
L23	S 10°25'27" W	124.75'
L24	N 79°54'24" W	201.49'
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	NOT USED	
L29	S 00°22'19" E	100.00'
L30	N 45°21'23" W	4.76'
L31	N 01°07'52" W	6.30'
L32	N 89°37'41" E	47.64'
L33	S 10°25'27" W	60.00'
L34	N 34°34'33" W	42.43'
L35	S 63°14'39" E	16.19'
L36	S 22°27'22" E	53.94'
L37	S 89°36'52" W	185.00'
L38	N 00°23'08" W	14.71'
L39	S 27°19'35" W	226.20'
L40	N 46°31'53" W	215.71'
L41	NOT USED	
L42	S 00°20'38" E	50.00'
L43	S 00°46'45" E	42.11'
L44	S 44°38'37" W	50.51'
L45	S 01°07'52" E	23.11'
L46	N 89°33'57" E	106.98'
L47	S 00°20'38" E	50.00'

CURVE TABLE

CURVE	RADIUS	DELTA	DISTANCE
C1	455.00'	44°31'34"	353.59'
C2	3435.00'	09°12'47"	552.35'
C3	3285.00'	10°06'24"	579.45'
C4	265.00'	21°20'54"	98.74'
C5	432.00'	03°58'02"	29.91'
C6	64.00'	02°38'31"	2.95'
C7	680.00'	14°01'58"	166.54'
C8	502.00'	50°40'04"	443.92'
C9	1087.20'	06°17'16"	119.31'
C10	1017.20'	06°17'16"	111.63'
C11	432.00'	29°24'55"	221.79'
C12	335.00'	23°49'00"	139.25'
C13	3355.00'	10°06'24"	591.80'
C14	3365.00'	00°13'15"	12.96'
C15	3355.00'	02°17'47"	134.46'
C16	3365.00'	05°13'27"	306.82'
C17	545.00'	44°31'34"	423.54'
C18	265.00'	45°46'29"	211.71'
C19	565.00'	06°17'16"	62.00'
C20		NOT USED	
C21		NOT USED	
C22		NOT USED	
C23	5829.58'	09°28'08"	963.43'
C24	445.00'	20°30'30"	159.28'
C25	50.00'	70°31'47"	61.55'
C26	25.00'	70°31'19"	30.77'
C27	455.00'	01°23'38"	11.07'
C28	3435.00'	05°00'29"	300.25'
C29	164.00'	14°44'00"	42.17'
C30	3435.00'	04°12'18"	252.10
C31	489.00'	12°48'46"	109.35'
C32	502.00'	32°59'26"	289.05'
C33	502.00'	17°40'38"	154.88'
C34		NOT USED	
C35		NOT USED	
C36		NOT USED	
C37		NOT USED	
C38	3285.00'	03°57'40"	227.11'
C39	3285.00'	06°08'44"	352.34'
C40	750.00'	09°36'55"	125.86'
C41	40.50'	12°46'01"	9.02'
C42	2489.00'	04°46'50"	207.68'
C43	343.00'	09°14'19"	55.31'
C44	370.00'	01°31'04"	9.80'

RADIAL BEARINGS

R1	S 24°08'07" W
R2	S 47°26'10" W
R3	S 22°53'46" W
R4	S 32°29'38" W
R5	S 00°02'21" E
R6	NOT USED
R7	NOT USED
R8	N 00°22'19" W
R9	S 46°52'27" E
R10	N 88°52'08" E
R11	S 64°43'17" W
R12	N 22°07'27" W
R13	N 24°35'33" W
R14	S 19°36'19" E
R15	N 57°30'05" E
R16	S 00°09'12" W
R17	S 05°22'40" W
R18	S 06°48'49" W
R19	S 09°06'36" W



DETAIL 'A'

N.T.S.

SCALE: 1"=100'

100 50 0 100 200

N

No. 3430462 383
RECORDED AT REQUEST OF
City of Flagstaff
DATE 03-20-2007
3:02PM
Request of
CANDACE OWENS
County Recorder

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17187
DENNIS LeROY
DeWITT
Date Signed 3-20-07
ARIZONA, U.S.A.

FINAL PLAT

THE MARKETPLACE/FLAGSTAFF AUTO PARK

Val-Tec, Inc.
CONSULTING CIVIL ENGINEERS/ LAND SURVEYORS
THE CAMELBACK ARBOLEDA-1661 E. CAMELBACK RD., STE. 178
PHOENIX, AZ 85016 PH (602) 265-6417 FAX 234-3606
E-MAIL civileng@val-tec.com

DESIGN	DRAWN	CHECK	DATE	JOB	SHEET
JJ	JJ	CaN	02/27/07	VT 31-11	2 of 3

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• THE SCALE SHOWN IS APPLICABLE IF PRINTED ON ONLY THE SIZE Arch D
• CAD FILE PATH: U:\data\Flagstaff\SHT\FINAL PLAT\3\FINAL PLAT.dwg
• DATE PLOTTED: FRI 02/27/2007 - 10:19am

3430462 Page: 3 of 3 03/20/2007 03:02:15 PM 0

RESOLUTION NO. 2015-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING AN INSTRUMENT OF RELEASE AND RECONVEYANCE OF AN EMERGENCY ACCESS EASEMENT ON TRACT A, OF THE MARKETPLACE/FLAGSTAF AUTO PARK

RECITALS:

WHEREAS, FLAGSTAFF MOTOR COMPANY, an Arizona Corporation ("Owner"), and the City of Flagstaff have entered into an Agreement and Release whereby Owner makes certain agreements, representations and warranties in exchange for a for a release and reconveyance of an emergency access easement, Tract A of the Final Plat of the Marketplace/Flagstaff Auto Park which is recorded in the Coconino County Records as document 3430462, ("Easement") granted to the City by Owner's predecessor in interest; and

WHEREAS, the portion of the Easement affected is described in the instruments attached to the staff summary for this Resolution and entitled Release and Reconveyance of Emergency Access Easement ("Release"); and

WHEREAS, the City has determined that a release and reconveyance of the Easement will not adversely affect emergency access; and

WHEREAS**,** the City desires to release and reconvey the Easement described in the Release.

ENACTMENTS:

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

SECTION 1. That the Release and Reconveyance of Emergency Access Easement on Tract of the Marketplace/Flagstaff Auto Park is hereby approved.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of March, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AGREEMENT AND RELEASE

EMERGENCY ACCESS EASEMENT

As an inducement to the City of Flagstaff to approve Resolution No. 2015-05 regarding the release and reconveyance of an emergency access easement, the undersigned FLAGSTAFF MOTOR COMPANY ("Owner") hereby makes certain agreements, representations, and warranties (collectively, the "Assurances") in favor of the City as follows:

1. Owner agrees that:
   - 1.1 Owner shall proceed entirely at Owner's own risk as to any damages, loss, difficulties, injury or other harm of any nature that Owner or any third party may now or hereafter suffer due to the release of the Easement described in Resolution No. 2015-05. Owner releases the City from any and all legal or other responsibility for any such harm.
   - 1.2 All of the Assurances run with the land in favor of the City of Flagstaff upon the property described in the Easement.
   - 1.3 The City of Flagstaff would not have approved the Resolution without the Assurances.
2. Owner makes the Assurances on behalf of Owner and Owner's heirs, successors and assigns, and the Assurances are binding upon all of them.
3. Owner warrants and represents that:
   - 3.1 Owner is the owner of the fee title to the land across which the easement passes.

DATED this _____ day of _____, 2015.

Owner, FLAGSTAFF MOTOR COMPANY

_____
By: Scott Driscoll
Its: President

State of _____)
)ss
County of _____)

This instrument was acknowledged before me this ____ day of _____, 2015, by _____.

_____
NOTARY PUBLIC SIGNATURE
My commission expires _____

WHEN RECORDED, RETURN TO:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

CITY OF FLAGSTAFF
RELEASE AND RECONVEYANCE OF
EMERGENCY ACCESS EASEMENT

The **City of Flagstaff ("Grantor")**, a municipal corporation, for valuable consideration, hereby releases and reconveys to FLAGSTAFF MOTOR COMPANY, An Arizona corporation ("**Grantee")**, its successors and assigns, an emergency access easement across the following described real estate situated in the City of Flagstaff, State of Arizona:

Emergency Access Easement
As Described on the Legal Description and
As Depicted on the Sketch Attached Hereto
And Made Part Thereof

Grantor became the owner of the above-described Easements by that certain instrument titled Final Plat of the Marketplace/Flagstaff Auto Park which is recorded in the Coconino county Records as document 3430462. Grantor hereby covenants that it is lawfully seized and possessed of this interest in land; that it has a good and lawful right to release and reconvey it; and that it will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this _____ day of _____, 2015.

_____
Mayor

State of Arizona)
)ss
County of Coconino)

This instrument was acknowledged before me this ____ day of _____, 2015, by Gerald W. Nabours, Mayor of the City of Flagstaff.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC SIGNATURE

My commission expires _____

DRAFT

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David McIntire, Asst to CM for RE/Acting Com. Inv. Mgr.
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Adoption of Resolution No. 2015-06: A resolution abandoning the 1' No Access Easement on Lot 13 of the Falcon Ridge Subdivisionas shown on Sheet 2 of the Final Plat and authorizing the Mayor to execute any necessary documents.

RECOMMENDED ACTION:

1) Read Resolution No. 2015-06 by title only.
2) City Clerk reads Resolution No. 2015-06 by title only (if approved above)
3) Adopt Resolution No. 2015-06.

Executive Summary:

The parcel owner submitted a request for the abandonment of a one foot (1') No Access Easement across a portion of the southern boundary of parcel 107-23-013A. The easement appears on the Final Plat of the Falcon Ridge subdivision which is recorded in Case 4 Map 67 of the Coconino County Records.

The easement is located along the border of the parcel which fronts Sparrow Avenue. Discussions with City of Flagstaff Traffic and Development Engineers and discussion with the City of Flagstaff Property and Development Team concluded that there is no apparent and compelling reason to maintain the easement. The plat does not make it clear who the intended beneficiary was nor what the intended benefit was. This type of easement is usually used to protect an urban trail or prevent access to a road where it would be inappropriate. In this case neither situation is relevant.

Letters were sent to all owners within 300' of the easement and signs posted on the property announced the Planning and Zoning meeting where this item was considered. In addition an advertisement was printed in the Arizona Daily Sun. There was one response received via telephone from the owner of a nearby property supporting the abandonment and no concerns expressed from staff. (Resolution and supporting documents to be attached to the Final Agenda packet).

Financial Impact:

There is no financial impact to the City in maintaining or abandoning the 1' no access easement.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

4) Explore and adopt policies to lower the costs associated with housing to the end user.

Has There Been Previous Council Decision on This:

There has been no previous City Council decision this item however the Planning and Zoning Commission voted to support the proposed abandonment.

Options and Alternatives:

1) Approve the abandonment of the No Access Easement. Pros: Removes an easement currently not performing a valuable purpose and of no use to the City and allows for better design and use of the parcel it encumbers. Cons: Removes the rights the City has to use the easement should there ever be a need identified in the future.

2) Reject the abandonment as presented and offer to abandon it with conditions identified by Council. Pros: May accomplish the same function with more favorable terms. Cons: Would delay the abandonment and slow development of the parcel.

3) Reject the abandonment. Pros: Maintains City control of the easement in case there is any future need identified. Cons: It is not anticipated there will be any future need for the easement and the current situation limits the development of the parcel and reduces its ability to contribute economically.

Key Considerations:

1) The plat doesnot provide a beneficiary or reason for the easement.

2) Internal discussion and review by Community Development staff and Property and Development Team have not identified a benefit provided by the easement.

3) These easements are usually designed to protect FUTS trails or prevent driveway access to a specific road or near an intersection but those issues do not apply in this instance.

4) The Planning and Zoning Commission voted to support the abandonment. The only public comment received after mailing and posting the issue was in support of the abandonment.

Community Involvement:

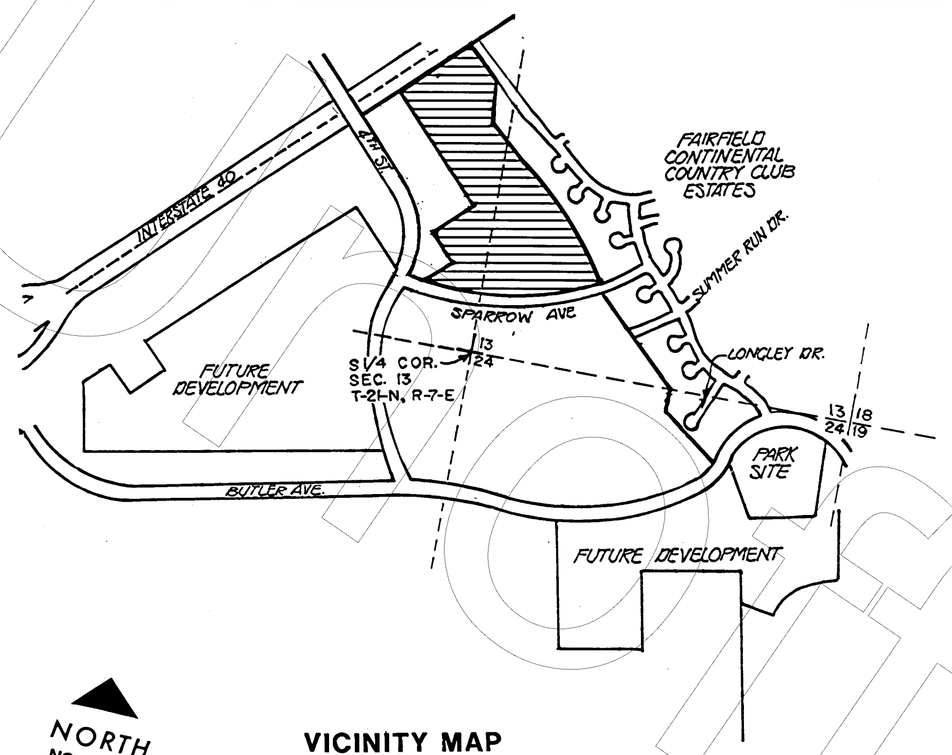
Inform
Consult
Involve
Collaborate

Attachments: Final Plat Falcon Ridge
Res. 2015.06
Agreement.Release
Release.Reconveyance

P7F3

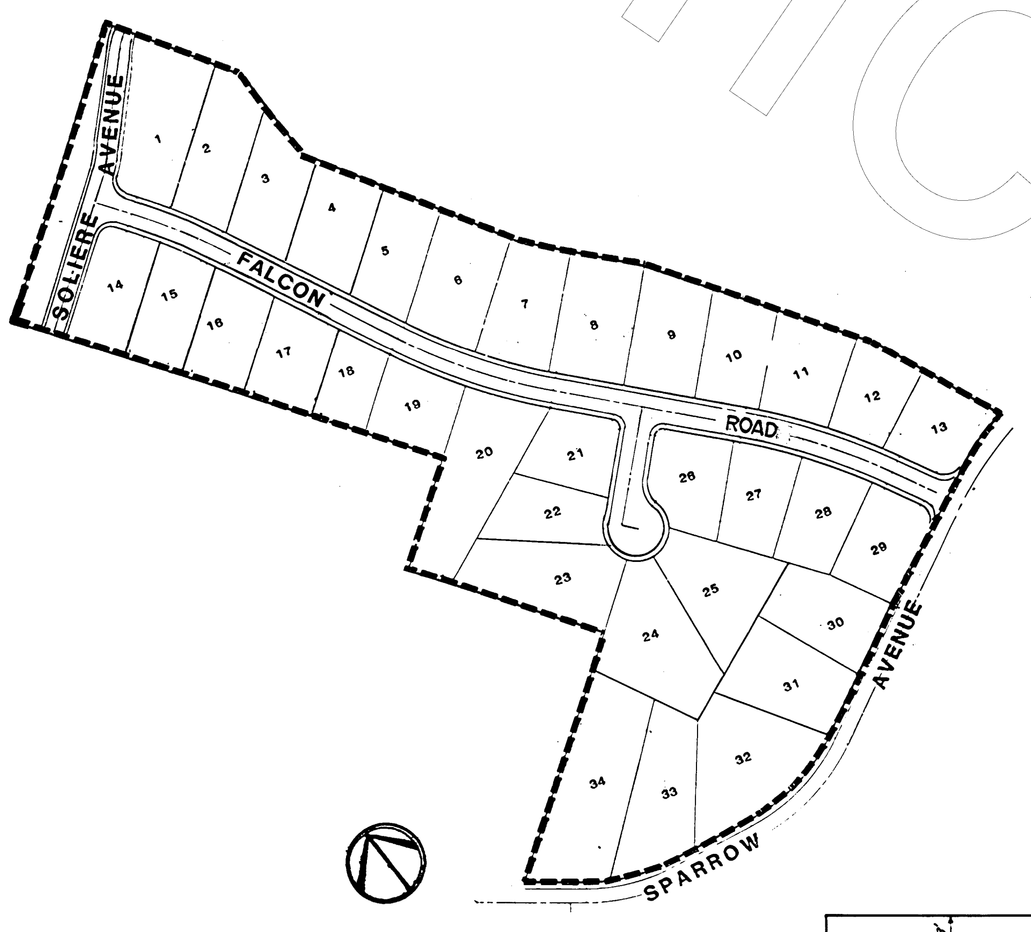
FINAL PLAT
FALCON RIDGE

A SUBDIVISION OF A PORTION OF SECTION 13 IN T-21-N, R-7-E, G.&S.R.B.&M., COCONINO COUNTY, ARIZONA



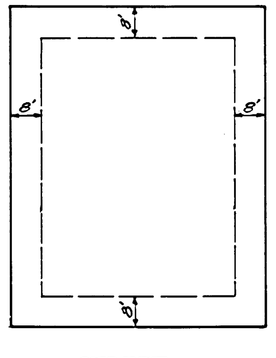
NORTH
NO SCALE

VICINITY MAP



KEY MAP
NO SCALE

FALCON RIDGE IS PHASE I OF THE EAGLE RIDGE SUBDIVISION



STREET
TYPICAL UTILITY & SEWER EASEMENTS FOR ALL LOTS
NO SCALE

CERTIFICATION

I HEREBY CERTIFY THAT THE SUBDIVISION BOUNDARY AS SHOWN HEREON REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION DURING THE MONTH OF MARCH, 1985 AND THAT ALL BOUNDARY MONUMENTS ARE CORRECTLY SHOWN AS TO LOCATION, SIZE AND MATERIAL.

REGISTERED LAND SURVEYOR CERTIFICATE No. 11369 JAMES E. UTLEY, II ARIZONA U.S.A.

JAMES E. UTLEY, II
R.L.S. NO. 11369

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION.

REGISTERED LAND SURVEYOR CERTIFICATE No. 16796 WILLIAM B. CARROLL JR. ARIZONA, U.S.A.

William B. Carroll Jr.
William B. Carroll, P.E.
No. 13478 LS# 16796

LEGEND

	BOUNDARY OF SUBDIVISION
	STREET CENTERLINE/MONUMENT LINE
	LOT LINES
○	EXISTING SURVEY MONUMENT, FOUND BRASS CAP UNLESS NOTED OTHERWISE.
●	INDICATES A NEW SURVEY MONUMENT, 2" BRASS CAP IN CONCRETE, TO BE SET AND STAMPED BY A REGISTERED LAND SURVEYOR.
	INDICATES A 1/2" IRON PIN, TO BE SET AND TAGGED BY A REGISTERED LAND SURVEYOR AT ALL P.C., P.T., P.R.C. AND P.C.C. OF ALL LOT LINES CURVES AND AT ALL OTHER LOT CORNERS.
	INDICATES UTILITY EASEMENT.
○	INDICATES SET 1/2" IRON PIN WITH YELLOW PLASTIC CAP MARKED "L.S. 11369" UNLESS NOTED OTHERWISE.
A.C.P.	ALUMINUM CAP PIN

NOTES

1. THIS SUBDIVISION IS SUBJECT TO THE RIGHTS OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DOCKET 159, PAGE 142.
2. THIS SUBDIVISION IS SUBJECT TO ACCESS CONTROL TO INTERSTATE 40 AND FINAL ORDER OF CONDEMNATION, ALL RECORDED IN DOCKET 251 PAGE 146-148.
3. DISCLOSURE OF BENEFICIARIES IN COMPLIANCE WITH A.R.S. 33-401 IS RECORDED IN DOCKETS 837 AT PAGE 952.
4. BEARING BASIS: CENTERLINE OF THE TEMPORARY TURNAROUND EASEMENT AT THE WESTERLY END OF MOCKINGBIRD LANE NOW KNOWN AS SPARROW AVENUE AS SHOWN ON THE PLAT OF FOX GLENN RECORDED IN CASE 3 MAP 141 OF MAPS AND PLATS. SAID BEARING BEING N. 76°33'29" E.
5. GROSS AREA OF THIS SUBDIVISION IS 16.70 ACRES.

OCCUPANCY

NO CERTIFICATE OF OCCUPANCY OF ANY BUILDING MAY BE ISSUED AND NO BUILDING ERECTED IN THIS TRACT SHALL BE OCCUPIED, UNTIL THE REQUIRED WATER, SEWER, AND OTHER ESSENTIAL UTILITIES ARE INSTALLED, AND AN ALL WEATHER ACCESS ROADWAY TO THE LOT OR TRACT IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

CERTIFICATION

~~Interior~~ monuments and lot corners that are not on subdivision ~~boundary were~~ set as shown.

John C. Munden
R.L.S. No. 17393

REGISTERED LAND SURVEYOR CERTIFICATE No. 17393 JOHN C. MUNDEN ARIZONA, U.S.A.

OWNER/DEVELOPER
FAIRFIELD CONTINENTAL COUNTRY CLUB
P.O. BOX 1208
FLAGSTAFF, ARIZONA 86002
TELE. (602) 526-3232

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 6928, HAS SUBDIVIDED UNDER THE NAME OF "FALCON RIDGE", THAT PORTION OF SECTION 13, T-21-N, R-7-E, COCONINO COUNTY, ARIZONA, SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FALCON RIDGE", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET ETC. SHALL BE KNOWN BY THE NUMBER OR NAME THAT IS GIVEN TO EACH RESPECTIVELY ON SAID PLAT, AND FIRST AMERICAN TITLE INSURANCE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 6928, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC FOR THE USES AS SHOWN ON THIS PLAT. DRAINAGE EASEMENTS ARE PROVIDED FOR DRAINAGE PURPOSES. SLOPE CONTROL EASEMENTS ARE PROVIDED FOR SLOPE CONSTRUCTION PURPOSES ONLY AND ARE TO BE ABANDONED UPON CITY OF FLAGSTAFF ACCEPTANCE OF THE STREETS.

TRACTS A & B ARE HEREBY DESIGNATED AS COMMON AREA PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED 12 DAY OF December 1985.

IN WITNESS WHEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AS TRUSTEE, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS 31st DAY OF October, 1985.

FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 6928.

BY Ruth Clarke
TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)S.S.
COUNTY OF COCNINO)

BEFORE ME THIS 31st DAY OF October, 1985, PERSONALLY APPEARED Ruth Clarke WHO ACKNOWLEDGED HIMSELF TO BE A TRUST OFFICER OF FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AND HE AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY HIMSELF AS SUCH OFFICER.

NOTARY PUBLIC

OFFICIAL SEAL RAY C. DIAZ JR. NOTARY PUBLIC - STATE OF ARIZONA COCONINO COUNTY My Comm. Expires Nov. 14, 1987

MY COMMISSION EXPIRES

UTILITY APPROVALS

Jeffrey L. Ingersoll — ARIZONA PUBLIC SERVICE COMPANY — 10-28-85 DATE

Billy M. West — SOUTHERN UNION GAS COMPANY — 10-28-85 DATE

F.R. Holtzclaw — MOUNTAIN BELL TELEPHONE COMPANY — 10-29-85 DATE

WARNER CABLE T.V. COMPANY — 11-6-85 DATE

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA THIS 2ND DAY OF April, 1985.

BY Robert L. Moody ATTEST Linda Butler CLERK

ACKNOWLEDGEMENT

NO. 23208 RECORDED AT THE REQUEST OF CITY OF FLAGSTAFF ON November 12, 1985 2:05 PM IN CASE 4 MAP 67 OF COCONINO COUNTY, ARIZONA. HELEN I. HUDGENS, COUNTY RECORDER BY Margie Elvey DEPUTY.

COCONINO COUNTY ARIZONA RECORDER 1891

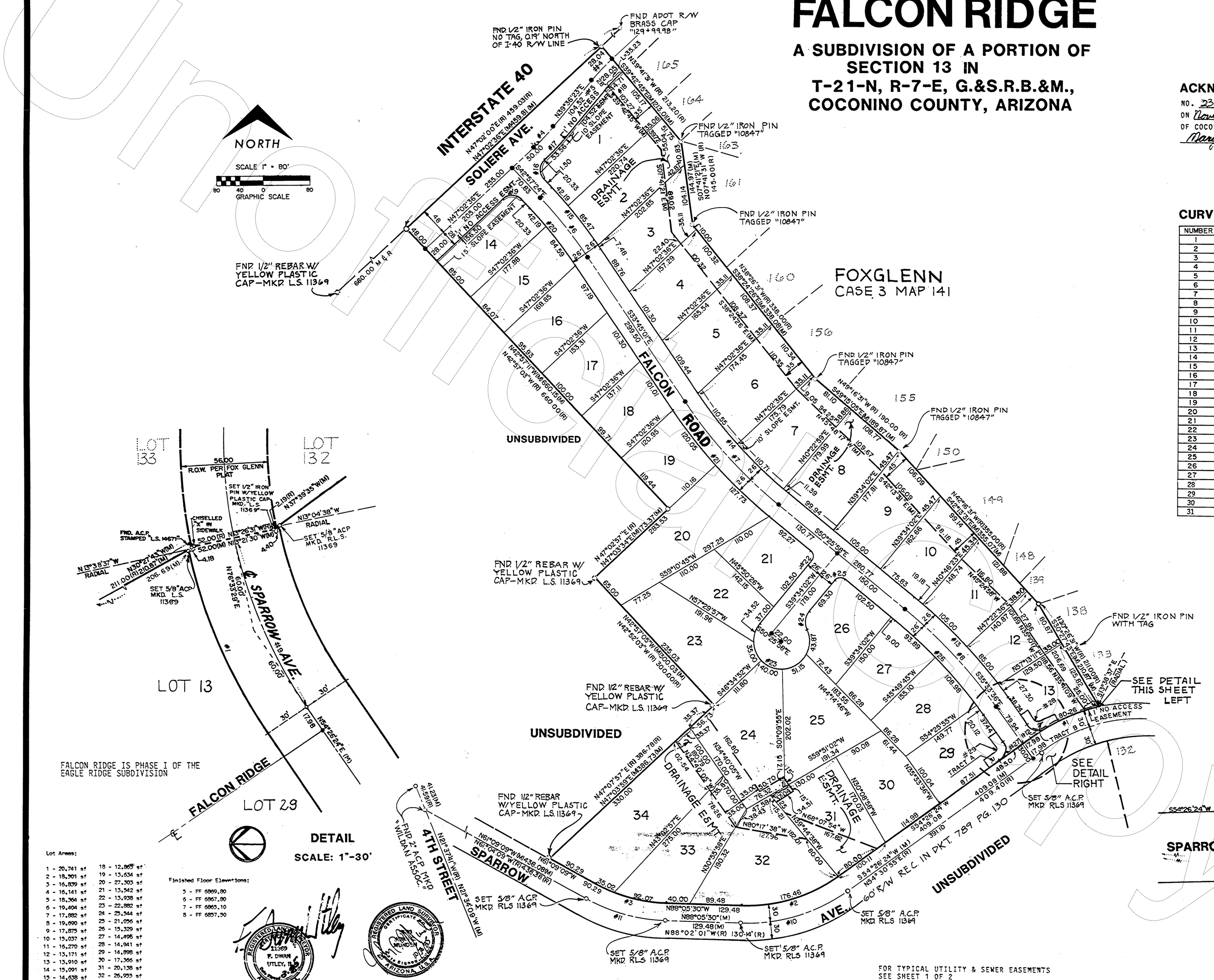
Greiner Engineering — Greiner Engineering Sciences, Inc.
2950 N. Alvernon Way/Tucson, AZ 85712-602 327-3473
2444 E. University Dr./Suite 100/Phoenix, AZ 85034/602 275-5400

WO 3633-P9903 OCTOBER 1985 SHEET 1 OF 2

P7F3

FINAL PLAT
FALCON RIDGE

A SUBDIVISION OF A PORTION OF SECTION 13 IN T-21-N, R-7-E, G.&S.R.B.&M., COCONINO COUNTY, ARIZONA



Lot Areas:

1 - 20,741 sf	18 - 12,863 sf
2 - 18,901 sf	19 - 13,634 sf
3 - 16,839 sf	20 - 27,303 sf
4 - 16,141 sf	21 - 13,542 sf
5 - 18,364 sf	22 - 13,938 sf
6 - 19,404 sf	23 - 22,882 sf
7 - 17,882 sf	24 - 25,544 sf
8 - 19,690 sf	25 - 21,056 sf
9 - 17,875 sf	26 - 15,329 sf
10 - 15,037 sf	27 - 14,495 sf
11 - 16,270 sf	28 - 14,941 sf
12 - 13,171 sf	29 - 14,898 sf
13 - 13,910 sf	30 - 17,366 sf
14 - 15,091 sf	31 - 20,138 sf
15 - 14,638 sf	32 - 26,955 sf
16 - 15,453 sf	33 - 21,513 sf
17 - 14,521 sf	34 - 33,058 sf

Finished Floor Elevations:

5 - FF 6869.80
6 - FF 6867.80
7 - FF 6865.10
8 - FF 6857.50

ACKNOWLEDGEMENT

NO. 23208 RECORDED AT THE REQUEST OF CITY OF FLAGSTAFF ON November 12, 1985 2:05 PM IN CASE 4 MAP 67A OF COCONINO COUNTY, ARIZONA. HELEN I. HUDGENS, COUNTY RECORDER BY Margie Tolley DEPUTY.

COCONINO COUNTY ARIZONA RECORDER 1891

CURVE TABLE

NUMBER	RADIUS	ARC	DELTA	TANGENT
1	336.99	128.90	21°54'59"	65.25
2	269.84	176.46	37°28'06"	91.52
3	270.31	127.09	26°56'21"	64.74
4	384.67	49.93	07°26'13"	25.00
5	384.67	49.93	07°26'13"	25.00
6	815.00	130.96	09°12'23"	65.62
7	825.00	240.21	16°40'57"	120.96
8	885.00	229.73	14°52'22"	115.51
9	306.99	118.51	22°07'05"	60.00
10	299.84	196.08	37°28'06"	101.69
11	300.31	141.20	26°56'21"	71.93
12	22.50	33.43	85°07'48"	20.66
13	911.00	236.48	14°52'22"	118.91
14	799.00	232.65	16°40'57"	117.15
15	841.00	135.14	09°12'23"	67.71
16	22.50	35.34	90°00'00"	22.50
17	412.67	53.56	07°26'13"	26.82
18	356.67	44.71	07°10'55"	22.38
19	22.50	35.34	90°00'00"	22.50
20	789.00	126.78	09°12'23"	63.53
21	851.00	247.78	16°40'57"	124.77
22	12.50	19.63	90°00'00"	12.50
23	48.00	204.54	244°09'28"	---
24	30.00	33.59	64°09'28"	18.80
25	12.50	19.63	90°00'00"	12.50
26	859.00	222.99	14°52'22"	112.12
27	22.50	35.34	90°00'00"	22.50
28	7.50	11.14	85° 07' 48"	6.89
29	7.50	11.78	90° 00' 00"	7.50
30	336.99	20.00	3° 24' 02"	10.00
31	351.99	20.89	3° 24' 02"	10.45

Greiner Engineering
Greiner Engineering Sciences, Inc.
2890 N. Alvernon Way/Tucson, AZ 85712-(602) 327-5473
7444 E. University Dr./Suite 100/Phoenix, AZ 85054-(602) 275-5400

WO 3633-P9903 OCTOBER 1985 SHEET 2 OF 2

1072294 Page 2 of 2

RESOLUTION NO. 2013-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING AN INSTRUMENT OF RELEASE AND RECONVEYANCE OF ONE FOOT NO ACCESS EASEMENT ON LOT 13 OF THE FALCON RIDGE SUBDIVISION

RECITALS:

WHEREAS, Stanberg Tallman ("Owner"), and the City of Flagstaff have entered into an Agreement and Release whereby Owner makes certain agreements, representations and warranties in exchange for a for a release and reconveyance of a one foot no access easement, on Lot 13 of Falcon Ridge Subdivision as shown on Sheet 2 of the Final Plat recorded in Case 4 Map 67 of the Officials Records of Coconino County Arizona; and

WHEREAS, the Easement affected is described in the instrument attached to the staff summary for this Resolution and entitled Release and Reconveyance of a No Access Easement ("Release"); and

WHEREAS, the City has determined that a release and reconveyance of the No Access Easement will not adversely affect the City of Flagstaff; and

WHEREAS**,** the City desires to release and reconvey the Easement described in the Release.

ENACTMENTS:

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

SECTION 1. That the Partial Release and Partial Reconveyance of the No Access Easement on Lot 13 of the Falcon Ridge Subdivision is hereby approved.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of March, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AGREEMENT AND RELEASE

NO ACCESS EASEMENT

As an inducement to the City of Flagstaff to approve Resolution No. 2013-06 regarding the release and reconveyance of a one foot no access easement, the undersigned Stanberg Tallman ("Owner") hereby makes certain agreements, representations, and warranties (collectively, the "Assurances") in favor of the City as follows:

1. Owner agrees that:
   - 1.1 Owner shall proceed entirely at Owner's own risk as to any damages, loss, difficulties, injury or other harm of any nature that Owner or any third party may now or hereafter suffer due to the release of the Easements described in Resolution No. 2013-06. Owner releases the City from any and all legal or other responsibility for any such harm.
   - 1.2 All of the Assurances run with the land in favor of the City of Flagstaff upon the property described in the Easements.
   - 1.3 The City of Flagstaff would not have approved the Resolution without the Assurances.
2. Owner makes the Assurances on behalf of Owner and Owner's heirs, successors and assigns, and the Assurances are binding upon all of them.
3. Owner warrants and represents that:
   - 3.1 Owner is the owner of the fee title to the land across which the Easements pass.

DATED this _____ day of _____, 2015.

_____
Stanberg Tallman

State of _____)
)ss
County of _____)

This instrument was acknowledged before me this ____ day of _____, 2015, by _____.

_____
NOTARY PUBLIC SIGNATURE
My commission expires _____

WHEN RECORDED, RETURN TO:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

CITY OF FLAGSTAFF
RELEASE AND RECONVEYANCE
NO ACCESS EASEMENT

The **City of Flagstaff ("Grantor")**, a municipal corporation, for valuable consideration, hereby releases and reconveys to **Stanberg Tallman** ("**Grantee")**, his successors and assigns, one foot no access easement across the following described real estate situated in the City of Flagstaff, State of Arizona:

No Access Easement
As Described on the Legal Description and
As Depicted on the Sketch Attached Hereto
And Made Part Thereof

Grantor became the owner of the above-described Easement by that certain instrument titled Final Plat of Falcon Ridge Subdivision recorded in Case 4 Map 67 of the Officials Records of Coconino County Arizona. Grantor hereby covenants that it is lawfully seized and possessed of this interest in land; that it has a good and lawful right to release and reconvey it; and that it will warrant the title and quiet possession thereto against the lawful claim of all persons.

DATED this _____ day of _____, 2015.

_____
Mayor

State of Arizona)
)ss
County of Coconino)

This instrument was acknowledged before me this ____ day of _____, 2015, by Gerald W. Nabours, Mayor of the City of Flagstaff.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC SIGNATURE

My commission expires _____

DRAFT

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Karl Eberhard, Comm Design & Redevelopment Mgr
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Consideration and Adoption of Resolution No. 2015-02: A resolution of the Mayor and Council of the City of Flagstaff, Arizona adopting the Community Reinvestment Plan ***(Community Reinvestment Plan)***

RECOMMENDED ACTION:

1) Read Resolution No. 2015-02 by title only
2) Clerk reads Resolution No. 2015-02 by title only (if approved above)
3) Adopt Resolution No. 2015-02

Executive Summary:

The Community Reinvestment Plan presents an over-arching Community Reinvestment Policy as well as objectives and potential actions to implement the policy. The development of the plan involved talking to our customers, research of how other communities have approached this policy goal, a preliminary analysis (current activities, obvious fatal legal challenges, and potential effectiveness), discussion with all affected City Divisions and Sections, and discussion with the City Council over the course of four years.

The adoption of this plan establishes the Community Reinvestment Policy as a formal policy of the City. While the objectives and possible implementation strategies included in the plan have survived the preliminary cut and merit further development, they remain “possibilities” that can be further evaluated and further shaped, including deletions, additions, and editing. A notable amount of work remains in developing the remaining possibilities. Staff will need to prepare specific actions, ordinances and other mechanisms, for future City Council consideration and possible adoption. The adoption of this plan thus provides direction to staff to include this work in their future budgeting and work programs.

Financial Impact:

Just developing the implementation strategies has cost implications including staff time, or hiring consultants or additional staff. Other projects could experience delay as staff develops these strategies. More notably, the implementation strategies themselves have more significant costs associated with them. And, the more effective strategies have higher costs. Funding allocations by the City Council are necessary to develop the options and more will again be necessary in the future for implementation.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

7) Address key issues and processes related to the implementation of the Regional Plan

REGIONAL PLAN:

The Flagstaff Regional Plan 2030 includes a series of goals and policies that support community reinvestment as an objective and course of action to achieve the goals and policies of the Plan. These include less direct goals such as preserving resources and open spaces, efficient infrastructure, energy efficiency, urban land-uses and development patterns, and multimodal commuting. However, the Plan also directly calls for compact development, investing in existing neighborhoods and urban areas, adaptive re-use, historic preservation, and promoting infill and redevelopment.

Has There Been Previous Council Decision on This:

At a Regular Meeting on January 6, 2015, the City Council provided the most recent direction that serves as the basis of this draft of the Community Reinvestment Policy. Per the direction provided, there have been no changes to the plan except that the previously deleted annotations have been modified to better fit the purpose and added back into the document. And, the "Empty Building Tax" (a possible implementation strategy) has been removed.

Options and Alternatives:

1) Adopt Plan.
2) Do not adopt plan and provide staff with direction for continued development of the plan.
3) Do not adopt plan.

Background/History:

In 2010 at the direction of the City Council, the Community Design and Redevelopment Program initiated a community discussion about redevelopment and infill. The concept of "redevelopment and infill" was later expanded to "reinvestment" to be more inclusive of different types of redevelopment and to avoid cultural and legal connotations of the word "redevelopment". The City Council sought ways to motivate developers to reinvest in developed areas instead of investing in green fields. This process included City customers and internal stakeholders and identified areas where our current policies and codes were unfavorable to reinvestment.

The next step involved researching how other communities have addressed this same concern. This was extensive research of municipal, county, state, and Federal efforts nationwide. This generated a "raw data" collection of ideas that did not evaluate success, legality, cost, or any other factors - simply identifying "What has been tried?" This list was then taken back out to the stakeholders for discussion. (In bullet form, the list is included in the October 2013 Staff Memo to the City Council.) These discussions allowed us to separate out the ideas into "could be done" (Green boxes on the list), those with "fatal flaws" (Red boxes), and those that required City Council direction (Yellow boxes).

In October of 2013, the items that required preliminary City Council direction were brought to a Work Session and discussed. The City Council provided direction that was then used to develop a Draft Community Reinvestment Plan. City staff then considered this complete list (green, yellow, and red) but also "thinned" list of ideas and further refined the plan for City Council consideration. The final draft was presented to the City Council in a work Session in November of 2014. The City Council had no changes or discussion that warranted changes. Presented for adoption on January 6, 2015, the City Council expressed a desire for the explanatory annotations of previous drafts to be placed back into the

document and for the "Empty Building Tax" concept to be deleted. This final draft reflects those changes.

Key Considerations:

1. See "Financial Impact"

2. At the January 6, 2015 presentation, the City Council had discussed having the annotations as an appendix. In looking at how to best communicate, and noting that the document is "a plan", staff believes that including the annotations in the plan is most clear and effective communication. The document has thus been prepared in that fashion - with the annotations included with it instead of as an appendix.

Expanded Financial Considerations:

Detailed cost expectations can be provided as implementation strategies are brought before the City Council for consideration.

Community Benefits and Considerations:

Elimination of blight: A deteriorating area results in a negative image that affects economic vitality elsewhere in the community. This impacts not only tourism but also business attraction, retention, and expansion.

Prevention of urban sprawl.

Creation of new sources of tax revenue: Deteriorating areas cannot pay their own way and reinvestment puts non-producing or under-producing properties back on the tax rolls.

Not only does reinvestment provide retail in underserved areas, it also provides neighborhood jobs, thus reducing personal and municipal costs of commuting.

Reduction of pollution/environmental contamination: The re-use of buildings and infrastructure reduces landfill, consumption of raw materials, and the transportation costs associated with hauling out the old and hauling in the new.

Import substitution: A central strategy in building a sustainable local economy is import substitution – creating locally what otherwise would have to be purchased elsewhere. Almost by definition reinvestment is locally based, using expertise, labor, and materials from the local market. Often new construction is the opposite, requiring the importation of expertise, materials, and often labor from elsewhere.

Cultural preservation: Our sense of place, identity, evolution, ownership, and community. These are referred to as the Five Senses of Quality Communities and will, in the intermediate and long term, have considerable impact on the economic health of individual communities.

All of these benefits provide the citizens of Flagstaff with an improved quality of life.

Community Involvement:

Collaborate - See "Background" section above.

Expanded Options and Alternatives:

1. Adopt Plan.
2. Do not adopt plan and provide staff with direction for continued development of the plan. This option would allow the City Council to add or delete any materials or concepts that are or are not desired.
3. Do not adopt plan. This option would not provide any different policy for reinvestment than currently exists.

Attachments: Res. 2015-02

RESOLUTION NO. 2015-02

A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING A COMMUNITY REINVESTMENT PLAN

RECITALS:

WHEREAS, in enacting this resolution, it is the intent of the City of Flagstaff to encourage efficient utilization of City infrastructure and services, support development and redevelopment of land within the City limits that can access existing City infrastructure and services, preserve established neighborhoods, and improve the quality of life for Flagstaff residents; and

WHEREAS, the *Flagstaff Regional Plan 2030 – Place Matters* includes a series of goals, such as preserving current resources, the efficient prioritization of infrastructure, and the optimal relationship between desired land uses and future development patterns, that make infill and reinvestment a priority; and

WHEREAS, infill and reinvestment can benefit the residents of Flagstaff by reducing the cost of basic City services, providing additional housing and commercial choices, encouraging walkable communities and revitalizing existing neighborhoods; and

WHEREAS, the City of Flagstaff, in order to ensure consistency and uniformity in the City's decision making processes, now desires to establish a community infill and reinvestment policy, as set forth in the attached City of Flagstaff Community Reinvestment Plan.

ENACTMENTS:

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

SECTION 1. That attached Exhibit "A", City of Flagstaff Community Reinvestment Plan, is hereby adopted.

SECTION 2. That City staff is hereby authorized to take the measures and actions as outlined in the Flagstaff Community Plan attached hereto which are necessary and appropriate to carry out the terms, provisions and intents of this Resolution.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of March, 2015.

_____

MAYOR

ATTEST:

_____
CITY CLERK
APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT ‘A’

City of Flagstaff

Community Reinvestment Plan

February 2015

INTRODUCTION

The Flagstaff Regional Plan 2030 includes a series of goals and policies that support community reinvestment as an objective and course of action to achieve the goals and policies of the Plan. These include goals less directly seeking reinvestment such as preserving resources and open spaces, efficient infrastructure, energy efficiency, urban land-uses and development patterns, and multimodal commuting. However, it also directly calls for compact development, investing in existing neighborhoods and urban areas, adaptive re-use, historic preservation, and promoting infill and redevelopment.

This Community Reinvestment Plan presents an over-arching Community Reinvestment Policy as well as objectives and potential actions to implement the policy. The term "reinvestment" is used so as not to evoke legal definitions and implications of the term "redevelopment" and refers to the improvement, including re-use, historic preservation, intensification, and infill of vacant, underutilized, or abandoned buildings and properties that are already developed or located in developed areas, and that are already served and supported by existing public and private infrastructure. It is distinct from "greenfield development" which refers to the improvement of primarily undeveloped land, distant from existing activity centers and requiring the extension or development of most if not all necessary infrastructure, and often involving the subdivision of land.

The development of this plan was initiated by talking to our customers and learning their perceptions about how to promote reinvestment in Flagstaff. This was followed by research of other communities and the development of a broad menu of possible actions to accomplish this goal (Attached as Exhibit A). To preliminarily cull the list, each broad menu item was then measured against our current activities, obvious fatal legal challenges, potential effectiveness, and the desires of the City Council.

The adoption of this plan establishes the Community Reinvestment Policy as a formal policy of the City. While the objectives and possible implementation strategies included in the plan have survived the preliminary cut and merit further development, they remain "possibilities" that can be further evaluated and further shaped, including deletions, additions, and editing. A notable amount of work remains in developing the remaining possibilities. Staff will need to prepare specific actions, ordinances and other mechanisms, for future City Council consideration and possible adoption. The adoption of this plan thus provides direction to staff to include this work in their future budgeting and work programs. Funding allocations by the City Council are necessary to develop the options and more will again be necessary in the future for implementation.

COMMUNITY REINVESTMENT POLICY

While preserving the character of the community, the City of Flagstaff prefers reinvestment (redevelopment and infill) over greenfield development and peripheral expansion of the city, and as a matter of public policy will promote, favor, and give priority to reinvestment.

OBJECTIVES

OBJECTIVE 1: The City will address the physical constraints of existing urban properties.

Discussion: Making the already developed portions of the City "plug-and-play" is the ultimate (or ideal) goal of addressing physical constraints. Under this established concept, we can expect more private investment if the public infrastructure is ready to receive new projects – such that all that it needed is to build and hook-up. It makes the process quick and predictable, making redevelopment less risky and more financially viable.

OBJECTIVE 2: The City will change regulatory requirements and remove or add provisions so as to incentivize reinvestment projects.

Discussion: The underlying goal of addressing regulatory requirements is to have them calibrated to the urbanized areas of the City (already identified in the Regional Plan 2030). To do so recognizes that the community needs in an urban area are different than in a suburban or rural area, and that one-size-fits-all requirements have historically favored greenfield development.

While the City usually negotiates solutions when urban constraints are recognized, the lack of predictability (the need to negotiate and the absence of prescribed standards) is a disadvantage for urbanized areas compared to sites where the lack of existing development, available space, and established standards remove this concern. Again, in addition to being more predictable, the process is quicker and less risky.

OBJECTIVE 3: The City will provide beneficial financial mechanisms that would be applied to reinvestment projects.

Discussion: The goal being, quite simply, to directly make redevelopment more financially viable.

POSSIBLE IMPLEMENTATION STRATEGIES

For OBJECTIVE 1: The City will address the physical constraints of existing urban properties.

1. The City will invest in infrastructure replacement and upgrades.

   Discussion: Achieving "plug-and-play" status requires reinvestment. However, this is probably the single largest possible "expense" of all the implementation strategies presented – potentially quite costly. And, a funding source is not identified.

2. Each Division of the City shall develop an inventory of their respective physical infrastructure and develop prioritized plans to install or upgrade incomplete, missing, or inadequate physical infrastructure.

   Discussion: Several of the City's infrastructure systems have inventory work and replacement planning well underway while others are less complete. For example, our understanding of the driven on portion of streets and planning for them is well advanced, while our inventory of sidewalks does not include inadequate sidewalks, and our current activities related to adding or replacing sidewalks is nominal.

   Understanding our infrastructure needs and priorities is a necessary first step toward reinvesting in it. And, at the scale of reinvestment projects, having quality infrastructure for all systems is important. Even if the expense of aggressive reinvestment is not achievable, having an inventory and priority scheme will be constructive for any level of reinvestment. This work ties directly to the Capital Improvements Plan.

   See also Exhibit B – Attached.

3. All presentations of capital improvement projects shall include a completed "Service to Reinvestment Scorecard". This rating shall be used in the process of prioritizing projects within five-year capital improvement plans such that all other variables being equal, those projects that have a higher score will have a higher priority than those with lower scores.

   Discussion: The use of this scorecard could be complex given other priority setting factors, notably "opportunity", and given that the City Council generally only sees projects side-by-side during budget season. Adding the score into the budget process could help the Council see and establish project priorities. Even when reviewing individual projects, having a score included would provide the Council with another "information point" in their decision making – helping to answer the question of "Who is served?"

   See also Exhibit C – Attached.

4. The City of Flagstaff Capital Improvement Plan shall be modified to include a separate category entitled "Reinvestment" and reinvestment serving Capital projects shall be identified under that category.

   Discussion: Similar to the scorecard, the organization of capital projects in this manner will provide the City Council with a clear picture of reinvestment serving projects that are underway or proposed when making decisions about the City's capital planning.

   See also Exhibit D – Attached.

For OBJECTIVE 2: The City will change <u>regulatory requirements</u> and remove or add provisions so as to favor reinvestment projects.

1. The City will make changes to the development requirements in the Zoning Code that are specific to the identified urban areas of the City.

   Discussion: Calibrating the requirements for maximum impact, the subjects of change are those that take up site area, such as parking, and those that don't yield the desired character, such as buffer yards. The likely implementation tool is to create an Infill Incentive District.

   In many ways this would take some of the current incentives for use of the transect zones and apply them to the standard zones. This would make the use of the transect zones less attractive and could reduce their use.

   Staff would also like to explore and determine if neighborhood Specific Plans could alternatively serve this purpose.

   Alternative: An alternative approach would be to develop a "community priority" project designation. Such a designation could be prescriptive (perhaps using the Service to Reinvestment Scorecard) or by review and action on individual projects by the City Council or a Reinvestment Authority (Commission). Once designated, prescriptive relief could then be applied. Note that this concept is used in other communities but has not been fully measured against Arizona law.

2. The City will change the Zoning Code to increase the Minor Modification authority of the Planning Director for reinvestment projects.

   Discussion: For example, currently the Planning Director can waive setbacks up to two feet under special circumstances. This could be changed to four feet (or three feet, or five feet) for reinvestment projects.

   This requires a rationale for designating a project as a reinvestment project – identifying when the expanded authority applies. Such a designation should be prescriptive (perhaps using the Service to Reinvestment Scorecard) because a hearing process would delay project approval time frames while the minor modification process is designed to speed up approvals.

3. The City will make changes to the Engineering Standards, or alternative standards, that are specific to the identified urban areas of the City.

   Discussion: See Discussion (calibrated requirements) and Alternative under Objective 2.1 above (not repeated for brevity). The example for this case: Standards calibrated to an urban environment might require less separation of driveways or narrower driveways.

   Staff would also like to explore and determine if neighborhood Specific Plans could alternatively serve this purpose.

4. The City will change the Engineering such that the Modification authority of the City Engineer is greater for reinvestment projects.

   Discussion: Unlike the Zoning Code, the Engineering Standards do not have a set criteria or limit on the City Engineer's authority to provide relief of requirements. Therefore, to effectively implement this strategy, it is necessary to establish criteria and limits for such modifications, in general, so that more flexibility can then be given to reinvestment projects.

   See discussion of project designation in Objective 2.2 above (not repeated for brevity).

5. The City will make changes to the development requirements in the City Storm Water Design Manual that are specific to the identified urban areas of the City.

   Discussion: See Discussion (calibrated requirements) and Alternative in Objective 2.1 above (not repeated for brevity). The example for this case: Standards calibrated to an urban environment might require less on-site detention.

   The development of the strategy will need to recognize that developed properties are already allowed to retain their current level of imperviousness; that there are other laws that govern the handling of storm water; and that relief may require community solutions (and expenses) as an alternative.

6. For transportation impact analyses of reinvestment projects, factors to adjust the baseline Institute of Transportation Engineers (ITE) trip generation data shall be developed by City staff for alternative mode travelers (transit, bicycle, and pedestrian), based on vehicle occupancy, and other best practice adjustments.

   Discussion: Standard ITE Trip Generation data is based on suburban travel habits. Recent studies (such as the National Cooperative Highway Research Program Report 758) have suggested the above adjustment types for urban infill. The level of adjustment should be graduated relative to context. For example, an adjustment for pedestrians would be relative to an existing urban activity center.

7. Using the inventories of infrastructure system needs (See Objective 1.2) and the growth projections of the Regional Plan 2030, City staff shall map high value needs that are likely to require physical or financial contributions based on impacts of development on surrounding property (Sewer, Water, Storm Water, and Traffic) .

   Discussion: For example, a needed new traffic signal or sewer main should be mapped so that developers of surrounding properties can be informed - understand the deficiency and anticipate the need for participation.

   In order to make this a reasonable map, only "high value" needs – say over $1 million, or over $5 million, would be included. An alternative metric for inclusion on such a map might be those projects that are likely to impact multiple properties. And, by some means, such mapping should communicate the "sphere of influence" (thus identifying which properties are most likely to be affected).

8. The City will have a Transfer of Obligations / Development Rights ordinance that allows resource protection requirements to be met off-site and that allows density to be relocated from peripheral areas to urbanized areas of the city.

   Discussion: There may be other development features or requirements that can be transferred off-site. So, we may need to add to this list as the final recommendation is developed - or better, create a system that has ongoing flexibility. And notably, "density" is not a feature generally sought by local developers which reduces that effectiveness of this measure.

For OBJECTIVE 3: The City will provide beneficial <u>financial mechanisms</u> that would be applied to reinvestment projects.

1. For development requirements that yield undesired on-site features or where a community or municipal system is more efficient, City staff shall prepare an In-lieu-of Fee Schedule.

   Discussion: In-lieu-of fees have been used by other communities primarily for parking but also for parks, affordable housing, landscaping, storm water, wetlands, and many more development or development mitigation requirements wherein a community solution can be substituted for a site specific solution. At its heart, a fee is paid by a developer instead of meeting or providing a development requirement. For space occupying requirements, like parking, the developer simply measures the cost of land and construction against the cost of the fee. This aids reinvestment more than greenfields because, generally speaking, land costs are higher in urbanized areas.

   Some of these should be graduated based on level of service. For example, distance from municipal parking is a common metric for graduating parking in-lieu-of fees.

   Also, the City Council should consider if such fees would be tied to actual plans to construct municipal infrastructure. On one hand this is entirely reasonable – if we have no plans to build municipal parking, should we collect an in-lieu-of fee for it? On the other hand, doing so would delay the deployment of this strategy. The City would have the most flexibility in capital planning if such fees were not tied to actual plans to construct municipal infrastructure.

2. The City will have an Aging Infrastructure Credit that would provide City funds for the partial replacement of public infrastructure when such work is required in association with a reinvestment development application.

   Discussion: This is simply paying a portion of the developer's expense on the basis that we would have to pay some amount as part of our replacement programs. However, we have limited replacement programs at present which suggests that this implementation should be coupled with establishing such programs. This is also likely to be a large "expense" and a source is not identified. See discussion under Objective 1.1

3. Review and inspection fees shall not be required for the replacement of public infrastructure by a developer, and City staff shall prepare for City Council consideration and possible adoption necessary changes to the appropriate fee schedules.

   Discussion: At the very least this would be a head nod to the "aging infrastructure credit" concept (See discussion under Objective 3.2). State law may require that these fees be paid from another source rather than waived.

4. The City will have a Reinvestment Incentive Program that offsets development costs.

   Discussion: This would be a simple cash incentive program. This requires designating a project as a reinvestment project (See discussion under Objective 2.1 above). Being fairly broad, a mechanism for selecting among qualified reinvestment projects is likely also required. Such a selection might involve preferring projects that add a "missing" land use to an area which then requires identifying which areas are "missing" what land uses. Gift clause issues are highly likely. This is also likely to be a large "expense" and a source is not identified. The "Aging Infrastructure Credit" (See 3.2 above) is a form of this incentive.

Exhibit A

Original Working Draft of Possible Reinvestment Strategies

The City will perform planning tasks to facilitate Redevelopment, and will change various plans accordingly.

- Planning Efforts
  - Infrastructure Deficiencies
    - Capital Improvements
    - Neighborhood and Corridor Planning
    - Add and Prioritize Reinvestment Criteria
  - Zoning Districts
    - Reconcile with Land Use Designations (General Plan)
    - Do Obvious Changes
  - Economic Development Plan
    - Prioritize Reinvestment over New Development
      - ED Incentives
      - Target Areas
- Land-use / Land Development Policy
  - Prioritize Reinvestment Land-use over Transportation
    - Prioritize Complete / Walkable Streets
  - Enhance Design Guidelines
    - Clarity and Predictability
  - Property Certifications
  - Limit Annexations (Islands and Peninsulas)
- Special Taxing Districts
  - Revitalization Districts
  - Infill Incentive Districts
  - Redevelopment Districts
  - Tax Increment Financing Districts
  - Capital Improvement Districts

The City will address the physical constraints of existing urban properties.

- Infrastructure Deficiencies
  - Capital Improvements
    - Urban (Downtown) Parking
  - Maintenance
- Property Maintenance and Enforcement
- Parcel Assemblage (remnant, odd, or non-conforming)
- Brownfields Land Recycling

The City will change regulatory requirements and add provisions that favor redevelopment projects.

- Zoning Code / Engineering Standards / Storm Water & LID
  - Alternate Reinvestment Thresholds/Standards
  - Obtain ROW for street changes w/o improvements
  - Transfer of Obligations / Development Rights
  - In Lieu Of Fees (Finish Development)
  - Environmental Review
- Property Maintenance - Code Gaps

The City will change development process requirements to favor redevelopment projects.

- Expedited Project Review
- Calibrate processes to project scale/type
  - Documentation
    - Plans
    - Special Studies
  - Processes
    - Public outreach
- Allow obvious Land-use / Zoning Designations (See above)
- Preliminary / Final Approvals
- Increase minor modification authority

The City will provide beneficial financial mechanisms that would be applied to redevelopment projects.

- Impact Fees
- Fees (Waive / Reimburse)
  - Permit fees
  - Utility Capacity Fees
- Incentives
  - Grants - Out
    - Historic Preservation work
  - Grants - In
  - Property Taxes
    - GPLET
    - Historic Preservation work
  - Other Cash
- Land Recycling Loan Program
- Redirect CDBG funds
- Utility Credits
- Tax Penalty - Abandoned Buildings and Parcels

The City will provide other services and take other actions that promote redevelopment.

- Economic Development
  - BR&E and attraction emphasis
  - Reinvestment site marketing
  - Site specific visioning
  - Catalyst projects
  - Ombudsman
- Social barriers
  - NIMBY / BANNANA
- Legal barriers
  - Redevelopment lobbying
- Redevelopment Authority
  - Declare "redevelopment project" to get relief

Exhibit B

Example of Infrastructure Inventory (Summary Table only)

DOWNTOWN INFRASTRUCTURE STUDY

	COSTS	FUNDING		NOTES
	Total Cost to Upgrade	Anticipated Funding Source		
		Agency	Public, Private & Other Sources	
UNDERGROUND LINES				
Pima County Wastewater:				
Rehab. Existing Sewer	$ 750,000	$ 750,000	$ -	
Streetcar Route Relocation	$ 3,542,000	$ 1,740,000	$ 1,802,000	Relocation cost responsibility under discussion btwn. City & County
Upgrades for Future Development	$ 3,500,000	$ 3,500,000	$ -	
Total	**$ 7,792,000**	**$ 5,990,000**	**$ 1,802,000**	
Southwest Gas:				
Upgrades Associated with Streetcar Route	$ 2,100,000	$ -	$ 2,100,000	$1M to increase capacity, $100,000 cathodic protection, and $1M to replace vintage steel pipes
Other Upgrades for Future Development (within Study Area)	$ 1,000,000	$ -	$ 1,000,000	
Upgrades for Future Development (outside Study Area)	$ 5,000,000	$ -	$ 5,000,000	
Total	**$ 8,100,000**		**$ 8,100,000**	
Stormwater (City Transportation):				
Streetcar Route Relocation	$ 252,500	$ -	$ 252,500	
Upgrades for Future Development	$ 13,000,000	$ -	$ 13,000,000	Barrio Sin Nombre, Barrio Viejo, Civic Plaza, TCC expansion
Total	**$ 13,252,500**		**$ 13,252,500**	
Tucson Electric Power:				
Upgrade in Streetcar Route	$ 3,500,000	$ -	$ 3,500,000	Estimated upgrade at $300 per sq. ft. (11,702 feet from 4th Ave. to Santa Cruz River)
New Substation	$ 8,000,000	$ 8,000,000	$ -	
Undergrounding Power Lines	$ 1,000,000	$ 300,000	$ 700,000	Approximately a split in cost between TEP (30%) and developer (70%)
Total	**$ 12,500,000**	**$ 8,300,000**	**$ 4,200,000**	
Tucson Water:				
Streetcar Route Relocation (potable water)	$ 4,100,000	$ -	$ 4,100,000	
Replacement of Pipe (potable water)	$ 6,800,000	$ -	$ 6,800,000	Pipe older than 40 years needs replacement
Relocation of Maintenance Facility	$ 40,000,000	$ 40,000,000	$ -	
New Reclaimed Water Lines	$ 1,500,000	$ -	$ 1,500,000	
Total	**$ 52,400,000**	**$ 40,000,000**	**$ 12,400,000**	
UNDERGROUND UTILITIES TOTAL	**$ 94,044,500**	**$ 54,290,000**	**$ 39,754,500**	
INFORMATION TECHNOLOGY				
City of Tucson:				
Fiber Network (with Pima County)	$ 1,000,000	$ -	$ 1,000,000	
Downtown Wi-Fi	$ 6,000,000	$ -	$ 6,000,000	Costs could be shared with private operator
Total	**$ 7,000,000**		**$ 7,000,000**	
Cox Communications:				
Upgrades for Future Development	$ 2,300,000	$ 2,300,000	$ -	Does not include trenching
Streetcar Route Relocation	$ 200,000	$ -	$ 200,000	No service on much of Congress, Broadway
Total	**$ 2,500,000**	**$ 2,300,000**	**$ 200,000**	
Qwest Communications:				
Streetcar Route Relocation	$ 3,000,000	$ -	$ 3,000,000	
Undergrounding Lines	$ 2,100,000	$ -	$ 2,100,000	Would be joint trenched with TEP, which will lower cost
Total	**$ 5,100,000**		**$ 5,100,000**	
INFORMATION TECHNOLOGY TOTAL	**$ 14,600,000**	**$ 2,300,000**	**$ 12,300,000**	

DOWNTOWN INFRASTRUCTURE STUDY

	COSTS	FUNDING		NOTES
	Total Cost to Upgrade	Anticipated Funding Source		
		Agency	Public, Private & Other Sources	
TRANSPORTATION				
4th Avenue Underpass Utility Relocation:	$ 2,000,000	$ -	$ 2,000,000	
Access and Circulation:				
Extension and Bridge (Cushing across Santa Cruz)	$ -	$ -	$ -	$9M Rio Nuevo funding through Tucson Origins
New Streets (Heritage Park and Mercado Areas)	$ -	$ -	$ -	$1M Rio Nuevo funding through Tucson Origins
Pedestrian Bridge Across Congress to connect City/State Garage to Arena	$ 2,000,000	$ -	$ 2,000,000	
Pedestrian Bridge Across 4th Ave. South of RR Tracks)	$ 1,000,000	$ -	$ 1,000,000	
Total	$ 3,000,000		$ 3,000,000	
City of Tucson Right-of-Way Improvements/Streetscape:				
Landscape and Hardscape	$ 12,550,712	$ -	$ 12,550,712	Planters, plants, pavers, tree grates
Lighting	$ 10,876,920	$ -	$ 10,876,920	Street lights, landscape lights, upgraded catenary poles, traffic signals, festival lights
Furniture, Features, and Amenities	$ 12,439,306	$ -	$ 12,439,306	Bollards, trash bins, seating, fountains, restrooms, speakers, trans. stops, parking amenities, public art, signage
Infrastructure	$ 24,360,365	$ -	$ 24,360,365	Irrigation lines, water lines, sewer (for restrooms), electrical, fountains
Demolition	$ 2,888,528	$ -	$ 2,888,528	Remove existing concrete, pavers, etc.
Contractor Fees, Overhead, Escalation	$ 33,761,492	$ -	$ 33,761,492	
A/E Fees	$ 19,145,716	$ -	$ 19,145,716	20%
TCC Landscaping	$ 19,500,000	$ -	$ 19,500,000	Not included in TCC/Arena budget
Streetscape for Ped. Bridges, Mercado /Origins, Congress St. (Grande/Silverbell)	$ 4,617,600	$ -	$ 4,617,600	Civic plaza/arena, south of 4th Avenue
Deduct for Items Budgeted Elsewhere	$ 23,205,400	$ -	$ 23,205,400	
Deduct for Streetscapes Outside Rio Nuevo Boundary	$ 9,774,895	$ -	$ 9,774,895	Extension of streetscape to Silverbell
Total	$ 107,160,344	$ -	$ 107,160,344	
I-10 Widening:				
Clark Street Bridge and Underpass	$ -	$ -	$ -	$9M in TIF funding already approved
Box Culverts and Drainage for Arena Site	$ -	$ -	$ -	$4M - City commitment of funds (non-TIF)
Modern Streetcar - Extension to Westside	$ 10,000,000	$ -	$ 10,000,000	Through Mercado and Menlo Park
Parking:				
New Parking Structures (cost plus debt)	$ 300,100,000	$ 230,100,000	$ 70,000,000	Structures to be built throughout the life of the TIF
New Pay-by-Space On-Street Parking System	$ 3,000,000	$ 1,500,000	$ 1,500,000	
Total	$ 303,100,000	$ 231,600,000	$ 71,500,000	
TRANSPORTATION TOTAL	$ 425,260,344	$ 231,600,000	$ 193,660,344	

DOWNTOWN INFRASTRUCTURE STUDY

	COSTS	FUNDING		NOTES
	Total Cost to Upgrade	Anticipated Funding Source		
		Agency	Public, Private & Other Sources	
SERVICES				
Business Improvement District:				
New Capital Equipment (for expanded BID and enhanced services)	$ 137,300	$ 137,300	$ -	
Enhanced Services (expanded BID and existing BID)	$ 714,000	$ 714,000	$ -	Not a capital expenditure.
Total	**$ 851,300**	**$ 851,300**	**$ -**	
Fire	$ -	$ -	$ -	
Police:				No expenses identified
Additional Police Officers	$ -	$ -	$ -	18 officers, plus bikes/vehicles - $1.8M, not a capital expenditure
Police Department Kiosk	$ 50,000	$ -	$ 50,000	To be located at the Ronstadt Transit Center
Downtown Security Cameras	$ -	$ -	$ -	Cost estimate: $300,000
Total	**$ 50,000**	$ -	**$ 50,000**	
Trash/Recycling Pick-up:				
Front Loading Trucks	$ 450,000	$ 450,000	$ -	
Rolloff with Compactor	$ 17,000	$ 17,000	$ -	
Total	**$ 467,000**	**$ 467,000**	$ -	
SERVICES TOTAL	**$ 1,368,300**	**$ 1,318,300**	**$ 50,000**	
ARCHAEOLOGICAL SERVICES				
Assessments on Publicly Owned Sites	**$ 3,302,000**	**$ 3,302,000**	**$ -**	Does not include TPD fuel island, Ronstadt, and I-10 frontage
ENVIRONMENTAL TECHNICAL SERVICES				
Assessments on Publicly Owned Sites	**$ 22,191,920**	**$ 22,191,920**	**$ -**	$8.9 million already programmed in Cultural Plaza/Museum Complex
PARKS				
Green Space/Parks	**$ 73,900,000**	**$ 66,100,000**	**$ 7,800,000**	
PUBLIC PROGRAMS				
Facade Program	**$ 5,000,000**	**$ -**	**$ 5,000,000**	$2.5 million associated with Congress and $2.5 million for the remainder of downtown
GRAND TOTALS	**$ 639,667,064**	**$ 381,102,220**	**$ 258,564,844**	

Exhibit C

Example of Project Scorecard (Smart Growth)

Worksheet

STANDARD		A: NUMBER OF STARS	B: WEIGHT	C: WEIGHTED RATING (COLUMN A X COLUMN B)
Housing Choice (page 3) Probability any two dwellings are different in type or size				
Mixed Use (page 5) Number of categories counted				
Connectivity (page 6) Intersections per square mile (or square kilometer)				
External Connections (page 9) Number of entrance/exit points per foot (or meter) of perimeter length				
Proximity (page 10) Percent of land within walking distance of:	Town/Neighborhood center			
	Schools			
	Parks			
	Transit			
Location (page 13) Evaluation of project location in the regional context				
Streetscapes (page 14) Evaluation of overall quality:	Private frontages			
	Public frontages			
	Vehicular lanes			
Civic Space (page 16) Evaluation of overall quality of civic spaces				
Architectural Aesthetics (page 17) Evaluation of overall quality of architectural exteriors				

Exhibit D

Example of CIP with Redevelopment Category (Table of Contents only)

GILBERT
ARIZONA

2008-13 CAPITAL IMPROVEMENT PLAN

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 02/25/2015

Meeting Date: 03/03/2015

TITLE:

Consideration and Approval of Preliminary Plat PPPL2014-0006: Request for Preliminary Plat approval from Evergreen-Trax, LLC, for the subdivision of approximately 27.2 acres into 18 lots. The proposed commercial development, known as The Trax, is located at the southwest and southeast corners of Route 66 and Fourth Street within the Highway Commercial (HC) zone (conditional). ***(Subdivision of 27.2 acres into 18 lots located at the southwest and southeast corners of Route 66 and Fourth Street)***

RECOMMENDED ACTION:

Approve the Preliminary Plat as recommended by the Planning and Zoning Commission.

Executive Summary:

Since the relocation of the railroad tracks in 2006 to enable construction of the Fourth Street bridge over the tracks, the City has anticipated that the two parcels abutting to Route 66 should be redeveloped for commercial uses. Evergreen-Trax, LLC processed a Regional Plan amendment and Zoning Map amendment in early 2014, and purchased the subject property from the City of Flagstaff in October 2014. Evergreen-Trax, LLC intends to subdivide the two parcels into 18 commercial lots to be constructed in three phases. Evergreen plans to submit a Final Plat for Unit 1 following approval of the preliminary plat. This action approves the preliminary plat for all three phases.

Financial Impact:

No financial liabilities are anticipated by the approval of this Preliminary Plat.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics

9) Foster relationships and maintain economic development commitment to partners

REGIONAL PLAN:

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Has There Been Previous Council Decision on This:

June 17, 2014: City Council approved a Regional Plan amendment (Resolution No. 2014-26).
July 15, 2014: City Council approved a Development Agreement (Resolution No. 2014-25), a Zoning Map amendment (Ordinance No. 2014-14); and the City of Flagstaff and Evergreen Devco, Inc. entered into the Second Amendment of the Purchase and Sale Agreement.
August 25, 2014: City Council approved the Third Amendment and the Fourth Amendment of Purchase and Sale Agreement between the City of Flagstaff and Evergreen-TRAX, LLC.

Options and Alternatives:

1) Approve the Preliminary Plat as recommended by the Planning and Zoning Commission.
2) Approve the Preliminary Plat with no conditions, modified conditions, or additional comments.
3) Deny the Preliminary Plat, but only if the Council concludes that the preliminary plat does not comply with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

In May of 2014, the Planning Commission reviewed and approved a Regional Plan amendment, under the 2001 *Regional Land Use and Transportation Plan* to change the land use designation of 33.6 acres of property, located at Route 66 and Fourth Street and Huntington Drive and Fourth Street, from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial. A concurrent Zoning Map Amendment (rezoning) request to amend 33.6 acres from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC) zone was reviewed and approved by the Planning and Zoning Commission. In July 2014, City Council approved requests for the referenced Regional Plan amendment and rezoning. In October 2014, Evergreen purchased the 33.6 acres of property from the City of Flagstaff and immediately sold Area D (the 6.54-acre parcel located at the northwest corner of Huntington Dr. and Fourth St.) to a private developer; thus Area D is not part of the preliminary plat. A preliminary plat application consisting of 27.2 gross acres of land and proposing 18 lots was reviewed by staff in November and December 2014. The preliminary plat was approved by the Inter-Division Staff (IDS) with conditions on December 19, 2014. On January 28, 2015, the Planning and Zoning Commission approved the preliminary plat with conditions.

Key Considerations:

The City Council will find, based on the recommendation of the Planning and Zoning Commission, that the proposed preliminary plat meets the requirements of the Zoning Code (City Code Title 10), the Subdivision Code (City Code Title 11), the Engineering Design Standards and Specifications for New Infrastructure (City Code Title 13); and is in conformance with the Zoning Map amendment (Ordinance No. 2014-14).

Expanded Financial Considerations:

Community Benefits and Considerations:

- The proposed infill commercial development anticipates uses that include restaurants, hotels, shopping, convenience stores, and gas stations, which will compliment nearby employment centers and add to the vitality of adjacent neighborhoods and the region.
- The development will include completion of urban services and infrastructure, and high pedestrian, bicycle and transit connectivity.
- A Flagstaff Urban Trail System trail will be constructed along the rear portion of the shopping center adjacent to the railway, compatible with the Flagstaff Urban Trail System plan. The developer will

be required to complete the pedestrian sidewalk system along Route 66 and Fourth Street (at new driveway locations), and complete street lighting.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required as part of the subdivision plat review.

In 2014, the Regional Plan amendment and Zoning Map amendment required neighborhood meetings, property owner and public notification, Planning and Zoning Commission hearings and City Council hearings. The public notification was conducted as required.

Staff received an email prior to the January 28, 2015 Planning and Zoning Commission meeting for the Preliminary Plat request. The email was from a citizen concerned about the relocation of prairie dogs. Another member of the public, representing Habitat Harmony, spoke at the meeting expressing the desire to work with the developer in relocating prairie dogs in Phases 2 and 3 of the development. Evergreen Development has expressed willingness to work with Habitat Harmony for Phases 2 and 3.

Expanded Options and Alternatives:

Attachments: P&Z Minutes
P&Z Staff Report
Preliminary Plat

Minutes- Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, January 28, 2015

City Hall, Council Chambers, 211 W. Aspen Avenue

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop at (928) 213-2611 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Planning and Zoning Commission and to the general public that, at this meeting, the Planning and Zoning Commission 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).

CALL TO ORDER Commissioner Carpenter called the meeting to order at 4:04 p.m.

COMMISSION MEMBERS: Paul W. Turner
Present: David Carpenter
John Stigmon
Tina Pfeiffer

Absent: Stephen Dorsett, Chairman , Justin Ramsey, Vice Chairman, Steve Jackson

CITY STAFF: Mark Sawyers, Staff Liaison
Becky Cardiff, Recording Secretary
Brian Kulina, Planning Development Manager
Elaine Averitt, Planning Development Manager
David McIntire, Assistant to the City Manager, Real Estate

I. GENERAL BUSINESS

A. PUBLIC COMMENT

(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)

None

B. APPROVAL OF MINUTES

1) Regular meeting of October 22, 2014.

Motion to approve the minutes of the regular meeting of October 22, 2014, Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Motion carried unanimously.

II. PUBLIC HEARING

A. SR OVERTON MULTIFAMILY

Address:	2015 N. East Street
Assessor's Parcel Number:	107-02-077
Property Owner:	Scott Overton
Applicant:	Mogollon Engineering
Application Number:	**PCUP2015-0001**
City Staff:	Brian Kulina
Action Sought:	Conditional Use Permit

A Conditional Use Permit request from Scott Overton to establish a Planned Residential Development (PRD) consisting of three (3) single-family residential cottages on approximately 0.23 acres located at 2015 N East Street, within the Community Commercial (CC) zone.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners. Property owner, Scott Overton, addressed the Commission and indicated he made this application as a private citizen not as a Council member and the Commission should review the project accordingly.

Public Comment

None

Motion to approve PCUP-2015-0001 with staff conditions Moved by Commissioner Turner; seconded by Commissioner Stigmon. Motion carried unanimously.

III. OTHER BUSINESS

A. MOUNTAIN TRAIL APARTMENTS

Address:	927 W Forest Meadows
Assessor's Parcel Number:	112-29-001E
Property Owner:	Campus Park Flagstaff Ltd.
Applicant:	Mogollon Engineering
Application Number:	**PCUP2014-0001**
City Staff:	Brian Kulina
Action Sought:	Conditional Use Permit-Extension of 180 days

A Conditional Use Permit extension request from Mogollon Engineering & Surveying, Inc. on behalf of Chason Companies for PCUP2014-0001 to establish a Planned Residential Development know as Mountain Trail Apartments, consisting of a 160-unit dwelling unit apartment complex on approximately 7.34 acres located at 927 W Forest Meadows Street.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners.

Motion to approve an extension as submitted for PCUP-2014-0001 as submitted Moved by Commissioner Carpenter; seconded by Commissioner Pfeiffer. Motion carried unanimously.

B. **EVERGREEN-TRAX**

Address:	Route 66 & Fourth Street
Assessor's Parcel Number:	107-13-010, 107-13-009
Property Owner:	Evergreen-Trax LLC
Applicant:	Evergreen-Trax LLC
Application Number:	**PPPL2014-0006**
City Staff:	Elaine Averitt
Action Sought:	Preliminary Plat request

A Preliminary Plat request from Evergreen-Trax LLC, for a commercial development known as The Trax, on 27.2 acres located at the southwest and southeast corners of Route 66 and Fourth Street within the Highway Commercial (HC) zone (conditional).

Commissioner Stigmon recused himself due to a conflict of interest.

Ms. Averitt gave a PowerPoint presentation on the proposed project and answered questions from Commissioners. Mr. Sawyers was present and answered questions from commissioners.

Kelly Hayes, Evergreen Development, was present and answered questions from the Commissioners

Jean Myers, resident, member of Habitat Harmony indicated that they are interested in working with the developer in relocating the Prairie Dogs in Unit 2 & 3.

Ms. Hayes indicated that they are willing to work with Habitat Harmony for relocating the prairie dogs in the future and due to the construction timing it wasn't feasible to do it before the current construction started.

Motion to approve preliminary plat PPPL 2014-0006 with staff conditions Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Motion carried unanimously.

C. **EMERGENCY ACCESS EASEMENT ON PARCEL 113-82-015B**

Parcel owner is requesting the abandonment of an Emergency Access Easement (EAE) located on parcel 113-82-015B. This EAE was originally included in the plat (Final Plat Marketplace Flagstaff Auto Park #3430462) and was intended to provide access for Fire Station to ensure response times. The Fire Station is no longer in service and no longer owned by the City of Flagstaff and Fire Department personnel have stated the easement is not necessary.

Mr. McIntire gave a PowerPoint presentation on the proposed abandonment and answered questions from Commissioners.

Motion to forward a recommendation of approval to City Council for the abandonment of the emergency access easement on parcel 113-82-015B Moved by Commissioner Carpenter; seconded by Commissioner Stigmon. Motion carried unanimously.

D. **No Access Easement on parcel 107-23-013A**

The parcel owner requests the abandonment of a No Access Easement across a portion of his parcel (addressed 1600 Falcon Road) bounded by Sparrow Avenue and shown on the plat recorded in the Final Plat of Falcon Ridge Subdivision (Case 4 Map 67). After review of the easement location by Community Development staff there does not appear to be a clear public benefit and it is unclear why the easement was created.

Mr. McIntire gave a PowerPoint presentation on the proposed abandonment and answered questions from Commissioners.

Motion to forward a recommendation of approval to City Council for the abandonment of the no access easement on parcel 107-23-013A Moved by Commissioner Carpenter; seconded by Commissioner Pfieffer. Motion carried unanimously.

IV. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

Mr. Sawyers indicated he will put officer appointments on the next agenda if there is full attendance by Commissioners. Mr. Sawyers discussed future projects that will come to the Commission in the near future.

ADJOURNMENT at 5:12

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PPPL2014-0006

DATE: **January 21, 2015**
MEETING DATE: **January 28, 2015**
REPORT BY: **Elaine Averitt**
CONTACT: **928-213-2616**

REQUEST:

A request for Preliminary Plat approval from Evergreen-Trax, LLC, for a commercial development known as The Trax, on 27.2 acres located at the southwest and southeast corners of Route 66 and Fourth Street within the Highway Commercial (HC) zone (conditional).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:

Undeveloped land.

PROPOSED LAND USE:

A commercial development, consisting of retail, service and office uses.

NEIGHBORHOOD DEVELOPMENT:

North:	Route 66, then Commercial Uses; Highway Commercial (HC) zone;
East:	Undeveloped Land; Light Industrial (LI) zone;
South:	BNSF Railway, then Industrial Uses and Undeveloped Land; Light Industrial (LI) and Highway Commercial (HC) zones; Aquaplex is south of Unit 2; Light Industrial-Open (LI-O) zone;
West:	Undeveloped Land and Industrial Uses; Light Industrial (LI) zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10 (Flagstaff Zoning Code); City Code Title 11 (General Plans and Subdivisions); and City Code Title 13, (Engineering Design Standards and Specifications for New Infrastructure).

STAFF REVIEW

Background

In May of 2014, the Planning Commission reviewed and approved a Regional Plan amendment, under the 2001 *Regional Land Use and Transportation Plan* to change the land use designation of 33.6 acres of property, located at Route 66 and Fourth Street and Huntington Drive and Fourth Street, from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial. A concurrent Zoning Map Amendment (rezoning)

request to amend 33.6 acres from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC) zone was reviewed and approved by the Planning Commission. In July 2014, City Council approved requests for the referenced Regional Plan amendment and rezoning. In October 2014, Evergreen purchased the 33.6 acres of property from the City of Flagstaff and immediately sold Area D (the 6.54-acre parcel located at the northwest corner of Huntington Dr. and Fourth St.) to a private developer; thus Area D is not part of the preliminary plat. A preliminary plat application consisting of 27.2 gross acres of land and proposing 18 lots was reviewed by staff in November and December 2014. The preliminary plat was approved by the Inter-Division Staff (IDS) with conditions on December 19, 2014. Several conditions of approval required by Traffic staff have been completed, with the exception of two technical omissions that will need to be shown on the civil construction plans for Unit 1 regarding street lights, and the condition agreed to by the developer regarding extension of the dual left turn lane on Huntington Drive.

Introduction

The site is located at the intersection of Route 66 and Fourth Street, and is adjacent to approximately one mile of the Burlington Northern Santa Fe railway, as seen on the attached Preliminary Plat drawing (Sheet 2). As shown on the Phasing Plan (Sheet 8), Unit 1 is located west of Fourth Street and extends to just west of First Street in the vicinity of the Spruce Avenue Wash. Unit 1 contains Lots 1 through 8 and the conceptual Site Plan shows a convenience store/gas station, a retail anchor (Sportsman's Warehouse intends to break ground soon), two drive-through restaurants, a multi-tenant retail shop, and three single-tenant buildings. Unit 2 is located east of Fourth Street and extends to east of Postal Boulevard. Unit 2 contains Lots 9 through 13 and the conceptual Site Plan depicts six commercial buildings. Unit 3 is located west of Spruce Avenue Wash and extends to just west of Arrowhead Avenue. Unit 3 contains lots 14 through 18 and the conceptual Site Plan shows four commercial buildings, including a 4-story hotel. A Flagstaff Urban Trail System (FUTS) trail will be constructed in phases along the entire development, located adjacent to the railway. The historic trestle bridge over Spruce Ave. Wash will be preserved in accordance with the development agreement that was approved with the rezoning.

The site is currently vacant, undeveloped and un-subdivided land. Following construction plan approvals, Evergreen-Trax, LLC, intends to provide the development with new public and private infrastructure that includes roadway work, FUTS trail construction, water, sewer, and storm water infrastructure. The developer anticipates that Unit 1 will develop first and will submit a final plat for Unit 1 following approval of the Preliminary Plat. Civil construction plans for Unit 1 have been submitted and are currently in review. Final plats will be submitted for Units 2 and 3 at a later date. The proposed timing of development will be dictated by market demand; however, the developer anticipates having the first users break ground by 2015, with others to follow between 2015-2022.

General Plan/Specific Plan Conformance

The 2001 *Regional Land Use and Transportation Plan* was still in effect at the time of the Regional Plan and zoning map amendment application for The Trax development. In late May 2014, the *Flagstaff Regional Plan 2030* was ratified by voters and is the current guiding Regional Plan. The current plan designates the entire subject site as "Existing Employment/Industrial" and a portion of the site west of Fourth Street is also designated "Urban-Future."

An Employment Center may include mixed use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy industrial; and live-work spaces (IX-59).
As described in the Regional Plan amendment report, "the majority of this land which was previously contiguous to other light industrial properties is now separated by the railroad tracks (North) and located directly across from existing commercial development on Route 66. It was anticipated that these parcels abutting to Route 66 should

no longer support Industrial uses or heavy truck traffic thus the designation in the Regional Plan as a redevelopment area." The designation in the 2001 Regional Plan as a Redevelopment Area supported the proposed commercial development which anticipates uses that include restaurants, hotels, shopping, convenience stores, and gas stations, which will compliment nearby employment centers and add to the vitality of adjacent neighborhoods and the region.

"Urban" area characteristics include a desired pattern of minimum 2-story buildings, Floor Area Ratios of 0.5 and higher, mixed land uses, urban services and infrastructure, and high pedestrian, bicycle and transit connectivity (IX-35). The proposed commercial development will include some 2+-story buildings and some one-story buildings. The FAR will be below 0.5 and there will be a narrower mix of land uses. These aspects are not consistent with the "Urban" area intent; however, they are compatible with the existing commercial development on the north side of Route 66. Aspects of the development which are consistent with the "Urban" intent include: completion of urban services and infrastructure, and high pedestrian, bicycle and transit connectivity. The proposed development is also consistent with the goal of Commercial Development being, "located … along regional commercial and neighborhood commercial corridors (IX-35)."

Zoning Requirements

As mentioned in the background section above, a Zoning Map Amendment (rezoning) request to amend 33.6 acres from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC) zone was reviewed and approved by the Planning Commission in May 2014 and by the City Council in July 2014. The Zoning Map Amendment was adopted with two conditions which ensure that the property is developed in accordance with the conceptual plans approved with the rezoning, and that all terms within the Development Agreement are fully satisfied (see attached rezoning ordinance for specific language). This Preliminary Plat application is in compliance with the zoning code, subdivision requirements, as well as the Zoning Map amendment (COF Ordinance No. 2014-14).

The property is zoned HC, Highway Commercial zone. The anticipated uses are permitted uses in the HC zone. The proposed development, with a gross floor area ratio (gross FAR) averaging approximately 0.16, is less than 3.0 which is the maximum FAR allowed in the HC zone per the Flagstaff Zoning Code (Section 10-40.30.040). The FAR calculation is: 195,000 sq ft (4.47 ac) / 27.2 ac = 0.16 FAR. The actual FAR may end up being higher or lower, depending on actual leasing and sales to future commercial tenants.

The proposed lots within the TRAX subdivision meet the minimum lot size and dimension requirements for lots in the HC zone: 9,000 sq ft minimum area, 60 feet minimum width and 100 feet minimum depth. The minimum lot size in the subdivision is 34,206 sq ft (Lot 8, 0.79 acres). The maximum lot size is 126,336 sq ft (Lot 18, 2.9 acres).

The Flagstaff Zoning Code requires the subdivision to comply with the landscape Street Buffer standards, Parking Lot landscaping/screening, and Landscaping around Buildings (Foundation Planting; Section 10-50.60.040). A landscaped buffer will also be required between the FUTS trail and parking lots/driveways at the rear of the property. As each lot comes through the development review process, each site plan will be required to demonstrate that the landscaping standards meet all requirements.

This development is located within Lighting Zone 3, per Lighting Zone Map 10-90.50. The maximum lumens for a commercial development within Zone 3 is 100,000 lumens per acre (Zoning Code, Table 10-50.70.050.A., pg. 50.70-6). Outdoor lighting compliance will be ensured during site plan review as each commercial building, or group of buildings, goes through the development review process.

In accordance with Section 10-50.20.020.A. of the Zoning Code (pg. 50.20-1), architectural design standards apply to applications for site plan review involving commercial development. Final design compliance for the commercial development will be ensured during site plan review. The conceptual elevations provided by the applicant for the rezoning case demonstrated the intent of the design standards in the Zoning Code. In general, the applicant intends to ensure that building designs maintain the natural setting by incorporating a range of styles that are well-suited for a mountain town and incorporate many of the raw materials that are representative of the surrounding area. These materials include founders finish and split face masonry (tan and red), board & batten, board formed concrete, timber supports, rusted and galvanized metal roofing/awnings and paint colors such as "Weathered Leather" and "Aged Eucalyptus."

Natural Resources

The mapped Resource Protection Overlay zone is present on a small portion of Unit 1 and on all of Unit 2. However, there are no native tree resources present on these properties due to the historic location of the railroad and the railroad re-location project. In addition, there are no floodplain or slope resources in this area.

SYSTEMS ANALYSIS:

Access and Traffic

A Traffic Impact Analysis (TIA) dated December 2013, was prepared by the developer's engineer as a requirement for the Zoning Map Amendment. The City's Traffic Engineer and ADOT accepted the TIA in May 2014, with conditions.

Access to the development will be created along Route 66 at Arrowhead Drive, First Street, Second Street, Postal Boulevard and two additional minor driveways. Access will be created from Fourth Street to the east and west areas of the shopping center. A new signalized intersection will be constructed at First Street and Route 66. Deceleration turn lanes will be constructed along Route 66 and Fourth Street. At Arrowhead Drive and Postal Boulevard, new fourth legs will be added to the existing intersections with Route 66. A Flagstaff Urban Trail System trail will be constructed along the rear portion of the shopping center adjacent to the railway, compatible with the Flagstaff Urban Trail System plan. The developer will be required to complete the pedestrian sidewalk system along Route 66 and Fourth Street (at new driveway locations), and complete street lighting.

Water and Wastewater

All water services will be provided in accordance with Engineering Design Standards. The proposed water and sewer mains into the site will be public. A public water and sewer impact analysis was prepared by the City for the proposed development as part of a rezoning application in August 2008. After reviewing the TRAX Concept Plans dated July 27, 2011, the City of Flagstaff Utilities Department concluded that the proposed site plans reveal no significant water and sewer changes. As long as water and sewer demands do not increase from the original analysis, no additional analysis work will be required. However, the city required that the onsite water and sewer system be addressed in the Engineer's Design Reports; these reports have been submitted for Phase 1 of this development and are currently in review by city staff. According to the 2008 water and sewer impact analysis, the existing off-site and proposed on-site sewer and water system infrastructure were deemed adequate to accommodate the development, and no off-site improvements were required.

Each (un-subdivided) parcel has an 8-inch PVC water main stubbed out for development of this land. Within the Route 66 right-of-way are 18-inch diameter ductile iron water transmission lines. All new on-site infrastructure

will have to be designed and built to connect to the public water system and will be required to provide a looped water system. Fire hydrants will be provided throughout Phase 1 with no more than 400 feet in between fire hydrants, per the International Fire Code (IFC). Future phases will also meet the IFC standards.

The nearest sewer main that allows for gravity flow from this site is located in Spruce Avenue Wash. This existing 14-inch trunk line turns into a 21-inch diameter PVC line that follows the alignment of Spruce Avenue Wash. This 21-inch interceptor line has sufficient capacity to convey all anticipated sewage flows generated by this development.

Stormwater

The Stormwater Manager reviewed and accepted the Drainage Impact Analysis that was provided with the Conceptual Site Plan for the zoning map amendment. The report demonstrated that there are no concerns of downstream flooding impacts to property and no rise in 'Lake Continental.' In general, the site will be graded to drain towards the south, where runoff will be diverted to various detention basins and LID features located throughout the site.

Since the zoning case, a Final Drainage Report has been submitted (currently in review) for Trax Phase 1, which includes the proposed Sportsman's Warehouse building, new driveway entrances at Route 66 and Fourth Street, and new driveways to provide access to the Sportsman's Warehouse. According to the report, the drainage scheme for The Trax development is for the developer of each lot/parcel to provide stormwater detention and LID measures for their development and the adjacent access drive(s). The access drives are proposed to be graded so that stormwater runoff will drain to the proposed lots. Offsite runoff originating from the storm drain inlets along Route 66 will be conveyed to Spruce Avenue Wash via a new storm drain system. Underground detention systems (StormTech or equivalent) are proposed under several parking lot areas. Temporary, above ground detention basins are proposed as interim measures to contain the 100-year storm until the Phase 1 permanent structures have been completed. In conclusion, the detention facilities and outlet structures are designed to reduce post development runoff rates to be equal or below the existing peak runoff rates.

RECOMMENDATION:

The Inter-Division Staff approved the preliminary plat with conditions on December 19, 2014. It is recommended that the Planning and Zoning Commission approve the preliminary plat and forward their recommendation to the City Council, subject to the remaining IDS conditions of approval of 12/19/2014:

1. All new street lights that are required to be constructed on Route 66 between Arrowhead and 4th St, shall be constructed along with Unit 1.
2. Show the existing streetlight on 4th street that is adjacent to Unit 2.
3. The extension of the dual left turn lane on Huntington requires widening of the eastbound side of the road in order to accommodate the added storage, gap, and relocated taper. This must be constructed prior to the development of the Parcel on the northwest corner of Huntington and 4th St. or before construction permits for the last parcel in Unit 1 (which ever comes first). In the interim, the added storage of the dual left turn lane may be achieved by restriping the existing turn and travel lanes. Staff will work with the engineer during development of the public improvement plans for Unit 1 to design an acceptable striping plan.

Attachments:

- Preliminary Plat Application
- Location Map
- Letter of Approval and IDS conditions of approval, 12/19/2014
- Zoning Map Amendment report to P&Z, dated May 6, 2014
- Zoning Map Amendment, Ordinance No. 2014-14
- Preliminary Plat "The Trax" (8 sheets)

PRELIMINARY PLAT
FOR
THE TRAX
FLAGSTAFF, ARIZONA

LOCATED IN A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA

LEGAL DESCRIPTION:

INSTRUMENT # 3703647, OFFICIAL RECORDS OF COCONINO COUNTY.

PARCELS A, B AND D AS SET FORTH ON C.O.F. CONSOLIDATION MAP RECORDED IN 2006-3396857, OFFICIAL RECORDS OF COCONINO COUNTY ARIZONA AND MORE PARTICULARLY DESCRIBED BELOW;

AND EXCEPT FROM SAID PARCELS ALL MINERALS CONTAINED THEREIN INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION IN DEED RECORDED IN DOCKET 1442, PAGE 754.

PARCEL A

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY, HUNTINGTON DRIVE AS DESCRIBED IN DOCKET 861, PAGE 914 AND DOCKET 918, PAGE 574; PARCELS A, B, AND C RECORDED IN BOOK 8, PAGE 57; AND THE PARCEL DESCRIBED IN DOCKET 1442, PAGE 754, COCONINO COUNTY RECORDS; LYING IN SECTIONS 13 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A POINT ON A TANGENT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, MONUMENTED BY A FOUND BRASS CAP;

THENCE NORTH 71 DEGREES 20 MINUTES 56 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHTOF- WAY LINE, 78.35 FEET TO A POINT OF CURVATURE THEREIN;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, CONCAVE NORTHWESTERLY, WITH RADIUS 2000.00 FEET AND CENTRAL ANGLE 34 DEGREES 02 MINUTES 50 SECONDS, AN ARC LENGTH OF 1188.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 54 SECONDS AN ARC LENGTH OF 68.01 FEET;

THENCE NORTH 35 DEGREES 21 MINUTES 12 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT- OF-WAY LINE, 2555.80 FEET;

THENCE NORTH 41 DEGREES 08 MINUTES 46 SECONDS EAST 103.31 FEET;

THENCE NORTH 36 DEGREES 26 MINUTES 28 SECONDS EAST, 258.30 FEET;

THENCE NORTH 44 DEGREES 14 MINUTES 44 SECONDS EAST, 153.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 50 DEGREES 35 MINUTES 21 SECONDS WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3745.72 FEET AND CENTRAL ANGLE 04 DEGREES 42 MINUTES 36 SECONDS, AN ARC LENGTH OF 307.92 FEET;

THENCE NORTH 76 DEGREES 35 MINUTES 19 SECONDS EAST 37.30 FEET;

THENCE SOUTH 40 DEGREES 09 MINUTES 12 SECONDS EAST, PARALLEL WITH AND 74 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON , 136.09 FEET;

THENCE SOUTH 45 DEGREES 52 MINUTES 40 SECONDS EAST 77.10 FEET;

THENCE SOUTH 47 DEGREES 28 MINUTES 57 SECONDS EAST 81.84 FEET;

THENCE NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 3.00 FEET;

THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLEL WITH AND 59 FEET SOUTHWESTERLY FROM SAID NEW FOURTH STREET CENTERLINE, 47.26 FEET TO THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 3431.57 FEET TO THE NORTHWESTERLY LINE OF THE EXISTING RAILWAY SHOWN THEREON;

THENCE NORTH 52 DEGREES 41 MINUTES 54 SECONDS WEST, RADIAL TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, 41.69 FEET TO THE TRUE POINT BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

PARCEL B

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY; INDUSTRIAL DRIVE DESCRIBED IN DOCKET 918, PAGE 574; AND PARCEL 1 DESCRIBED IN DOCKET 1967, PAGE 587, RECORDS OF COCONINO COUNTY, LYING IN THE LOT 2 OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A POINT OF TANGENCY IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66 NORTHEAST OF FOURTH STREET;

THENCE NORTH 56 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 35.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 58 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 1154.90 FEET;

THENCE SOUTH 33 DEGREES 02 MINUTES 44 SECONDS EAST, PERPENDICULAR TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 39.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY AND THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEAR NORTH 37 DEGREES 26 MINUTES 34 SECONDS WEST;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON AND ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 7718.99 FEET AND CENTRAL ANGLE 10 DEGREES 37 MINUTES 12 SECONDS, AN ARC LENGTH OF 1430.75 FEET;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 205.84 FEET;

THENCE SOUTH 48 DEGREES 03 MINUTES 46 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 12.00 FEET;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE,
373.32 FEET;

THENCE NORTH 42 DEGREES 59 MINUTES 24 SECONDS WEST, PARALLEL WITH AND 52 FEET EASTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON 53.01 FEET; THENCE NORTH 28 DEGREES 59 MINUTES 56 SECONDS WEST, 60.86 FEET;

THENCE NORTH 40 DEGREES 09 MINUTES 12 SECONDS WEST, 223.43 FEET;

THENCE NORTH 05 DEGREES 56 MINUTES 36 SECONDS EAST, 37.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 42 DEGREES 46 MINUTES 55 SECONDS WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, RADIUS 3750.72 FEET AND CENTRAL ANGLE 02 DEGREES 37 MINUTES 04 SECONDS, AN ARC LENGTH OF 171.37 FEET;

THENCE NORTH 31 DEGREES 15 MINUTES 33 SECONDS EAST, 21.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 39 DEGREES 50 MINUTES 57 SECONDS WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3757.72 FEET AND CENTRAL ANGLE 01 DEGREES 47 MINUTES 06 SECONDS, AN ARC LENGTH OF 117.07 FEET;

THENCE NORTH 51 DEGREES 55 MINUTES 35 SECONDS EAST, 141.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 38 DEGREES 03 MINUTES 52 SECONDS WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3860.32 FEET AND CENTRAL ANGLE 05 DEGREES 05 MINUTES 23 SECONDS, AN ARC LENGTH OF 342.92 FEET;

THENCE NORTH 49 DEGREES 02 MINUTES 29 SECONDS EAST, 29.52 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE.SYSTEM DATA DATED NOVEMBER 1997.

NOTE: PARCEL D IS NO LONG PART OF THE PRELIMINARY PLAT, PER INSTRUMENT # 3703652, OFFICIAL RECORDS OF COCONINO COUNTY.

PROJECT INFORMATION:

THE TRAX

NUMBER OF LOTS: 18
GROSS AREA: 27.2 ACRES
NET AREA: 26.74 ACRES

1. THE PROJECT IS LOCATED WITHIN THE CITY OF FLAGSTAFF WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
2. ALL UTILITIES, INCLUDING STREET LIGHTS AND ELECTRICAL LINES INSTALLED WITH THIS PROJECT SHALL BE PLACED UNDERGROUND
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. NEW IMPERVIOUS AREA: 16.6 AC
   TOTAL INCLUDES ROADWAY IMPROVEMENTS, BUILDING PADS AND ASSOCIATED PARKING LOTS.
5. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.
6. ACCESS ACROSS THE LOTS IS PROVIDED PER THE COMMON OPERATION AND RECIPROCAL EASEMENT AGREEMENT, INSTRUMENT #3703648, OFFICIAL RECORDS OF COCONINO COUNTY.

ZONING

EXISTING ZONING
PARCEL 'A': HC
APN# 107-13-0010

PARCEL 'B': HC
APN# 107-13-009

THE ENTIRE PROJECT AREA IS WITHIN THE CITY OF FLAGSTAFF ZONING "HIGHWAY COMMERCIAL (HC)" PER CITY OF FLAGSTAFF OFFICIAL ZONING MAP 9 & 10. THIS PROJECT WILL NOT INVOLVE REZONING.

CITY OF FLAGSTAFF LAND DEVELOPMENT CODE SEC. 10-40.30.040 (HC)

-MAX. GROSS FAR 3.0
-MAX. BUILDING HEIGHT 60'
-FRONT SET BACK 0'
-SIDE INTERIOR 0',
  15' ADJACENT TO RESIDENTIAL
-SIDE EXTERIOR 10'
-REAR 0',
  15' ADJACENT TO RESIDENTIAL
-MIN. LOT AREA 9,000 SF
-MIN. WIDTH 60'
-MIN. DEPTH 100'
-STREET OR PERIPHERAL BUFFER 10' EXCEPT FOR LOT 8, WHICH THROUGH THE DEVELOPMENT AGREEMENT, PART OF BUFFER CAN BE WITHIN ROW.

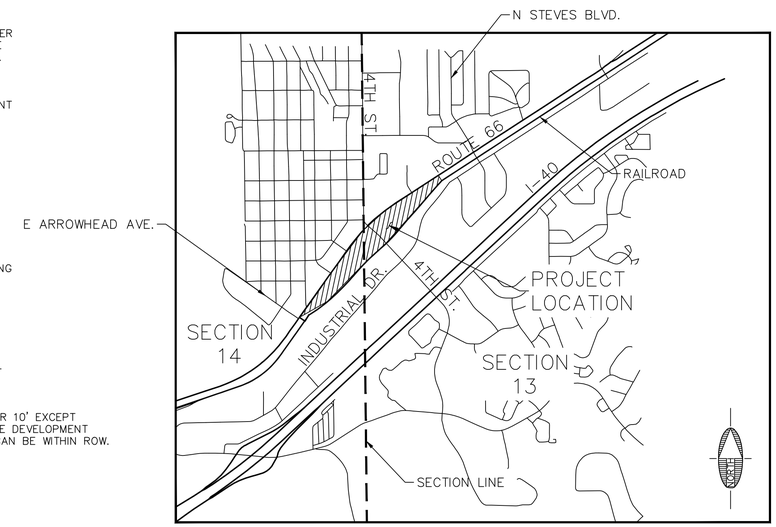
ESTIMATED EARTHWORK QUANTITIES

34,720 C.Y. EXCAVATION 58,700 C.Y. EMBANKMENT

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY COOPER AERIAL SURVEYORS CO., ON JUNE 2, 2014.

BOUNDARY INFORMATION BASED ON RESULTS OF SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. ON JUNE 18, 2014 RECORDED AT INSTRUMENT #3491704 OFFICIAL RECORD OF COCONINO COUNTY.



VICINITY MAP
N.T.S.

LEGEND

ROAD CENTERLINE	EX. LOT LINE
LOT LINE	EX. EASEMENT
ROW	EX. 100-YR FLOODPLAIN
EASEMENT	EX. INTERMEDIATE CONTOUR
8"SS GRAVITY SEWER LINE	6945 EX. INDEX CONTOUR
8"W WATER LINE	EX. FENCE
STORM DRAIN PIPE	W EX. WATER LINE
FUTURE PRIVATE DRIVEWAY	SS EX. SEWER LINE
SUBDIVISION BOUNDARY	G EX. GAS
FIRE HYDRANT	S EX. STORM DRAIN
WATER METER	UGE EX. UNDERGROUND UTIL.
STREET LIGHT	OHE EX. OVERHEAD UTIL.
SEWER MANHOLE	SECTION LINE
STOP SIGN	EX. ROAD STRIPING
CATCH BASIN	WV EX. WATER VALVE
LOT 44 / 10298.04 / 0.24 — LOT # / LOT SQUARE FOOTAGE / LOT ACREAGE	EX. STREET LIGHT
DRAINAGE ARROW	
DETENTION BASIN	

PROPERTY OWNER / PROJECT DEVELOPER:

EVERGREEN - TRAX, LLC
KELLY HAYES
2390 E CAMELBACK RD. SUITE 410
PHOENIX, AZ 85016
(602) 808-8600

PLAT PREPARER:

SHEPHARD-WESNITZER, INC.
GUILLERMO CORTES
110 W. DALE AVENUE
FLAGSTAFF, ARIZONA 86001
928-773-0354

WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY PLAT IS IN COMPLIANCE WITH THE RECOMMENDATIONS SET FORTH IN THE PUBLIC W.S.I.A. PREPARED BY THE COF UTILITIES DEPARTMENT DATED 08-14-08.

FLOOD ZONING CLASSIFICATION

A PORTION OF PARCEL 'A' AFFECTED BY ZONE 'AE', WHERE THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASE IN FLOOD HEIGHTS (PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6828G, EFFECTIVE DATE SEPTEMBER 3, 2010).

THE CURRENT FLOOD INSURANCE RATE MAP HAS NOT BEEN UPDATED TO SHOW RE-ALIGNMENT OF HUNTINGTON/INDUSTRIALDR. AND THE BNSF RAILROAD TRACK AND ASSOCIATED BOX CULVERTS.

ARIZONA PUBLIC SERVICE
AUSTIN PRUSAK 11-05-14
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY 11-24-14
BY : DATE:

SUDDENLINK
RICHARD DAVIS 11-10-14
BY: DATE:

CENTURY LINK
CAROL WILSON 11-19-14
BY: DATE:

SHEET INDEX

#	SHEET	SHEET TITLE
1	CVR	COVER SHEET
2	EX01	RECORD SURVEY
3	EX02	PROPERTY BOUNDARY & ROW
4	PP01	PROJECT LAYOUT 1
5	PP02	PROJECT LAYOUT 2
6	UT01	AREA 'A' STREETS AND UTILITY MASTER PLAN
7	UT02	AREA 'B' STREET AND UTILITY MASTER PLAN
8	PH01	PHASING

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

COVER SHEET

JOB NO: 11294
DATE: DEC 14
SCALE: NONE
DRAWN: TRL
DESIGN:
CHECKED:

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO. CVR

SHT NO. 1 OF 8

PLOTTED: Dec 15, 2014-11:01am

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\CVR - 11294.dwg SCI-C3014

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM SWI CONTROL POINT "GEMINI"
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2005)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 10' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

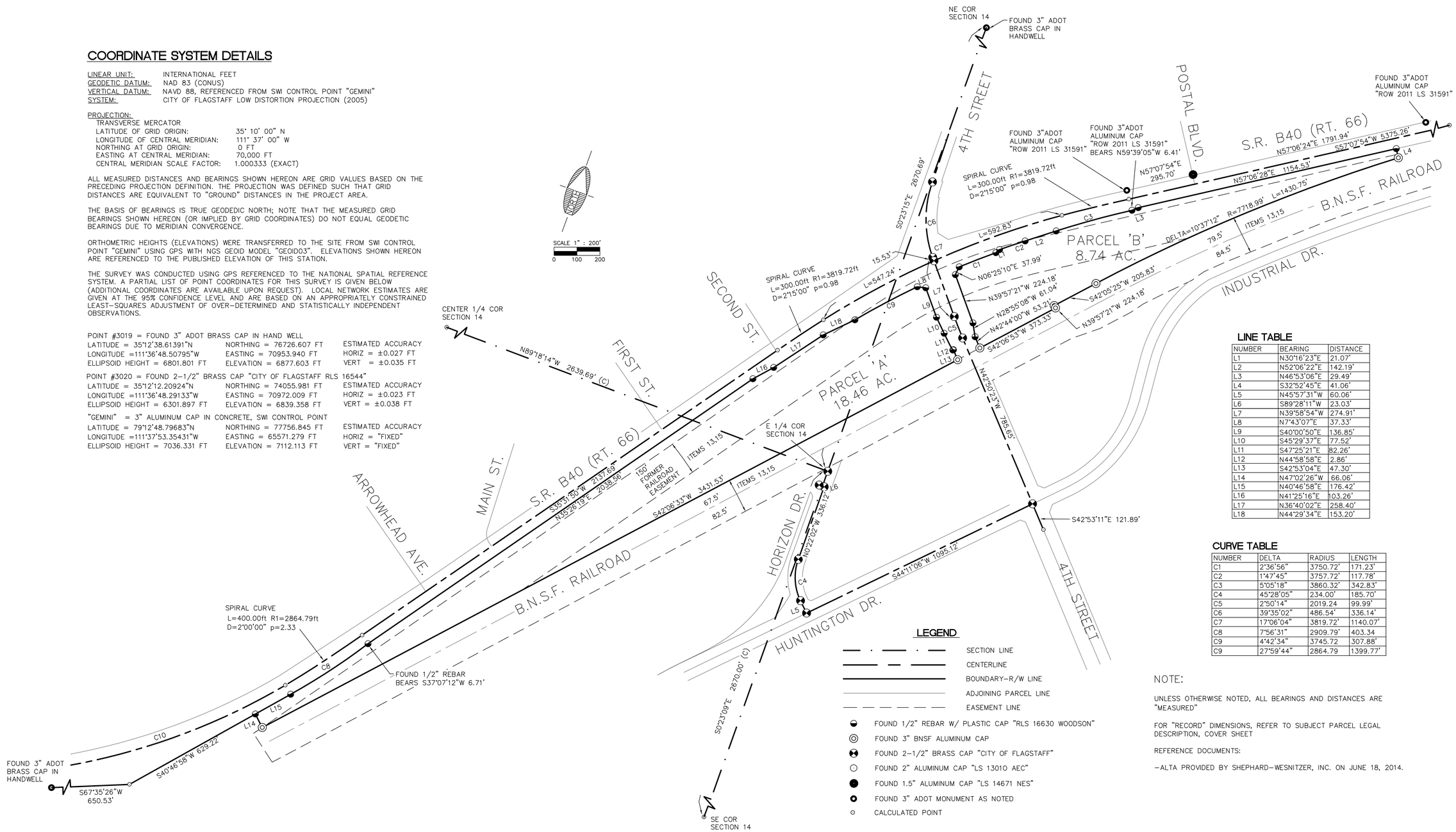
ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM SWI CONTROL POINT "GEMINI" USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #3019 = FOUND 3" ADOT BRASS CAP IN HAND WELL
LATITUDE = 35°12'38.61391"N NORTHING = 76726.607 FT ESTIMATED ACCURACY
LONGITUDE =111°36'48.50795"W EASTING = 70953.940 FT HORIZ = ±0.027 FT
ELLIPSOID HEIGHT = 6801.801 FT ELEVATION = 6877.603 FT VERT = ±0.035 FT

POINT #3020 = FOUND 2-1/2" BRASS CAP "CITY OF FLAGSTAFF RLS 16544"
LATITUDE = 35°12'12.20924"N NORTHING = 74055.981 FT ESTIMATED ACCURACY
LONGITUDE =111°36'48.29133"W EASTING = 70972.009 FT HORIZ = ±0.023 FT
ELLIPSOID HEIGHT = 6301.897 FT ELEVATION = 6839.358 FT VERT = ±0.038 FT

"GEMINI" = 3" ALUMINUM CAP IN CONCRETE, SWI CONTROL POINT
LATITUDE = 79°12'48.79683"N NORTHING = 77756.845 FT ESTIMATED ACCURACY
LONGITUDE =111°37'53.35431"W EASTING = 65571.279 FT HORIZ = "FIXED"
ELLIPSOID HEIGHT = 7036.331 FT ELEVATION = 7112.113 FT VERT = "FIXED"



LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N30°16'23"E	21.07'
L2	N52°06'22"E	142.19'
L3	N46°53'06"E	29.49'
L4	S32°52'45"E	41.06'
L5	N45°57'31"W	60.06'
L6	S89°28'11"W	23.03'
L7	N39°58'54"W	274.91'
L8	N7°43'07"E	37.33'
L9	S40°00'50"E	136.85'
L10	S45°29'37"E	77.52'
L11	S47°25'21"E	82.26'
L12	N44°58'58"E	2.86'
L13	S42°53'04"E	47.30'
L14	N47°02'26"W	66.06'
L15	N40°46'58"E	176.42'
L16	N41°25'16"E	103.26'
L17	N36°40'02"E	258.40'
L18	N44°29'34"E	153.20'

CURVE TABLE

NUMBER	DELTA	RADIUS	LENGTH
C1	2°36'56"	3750.72'	171.23'
C2	1°47'45"	3757.72'	117.78'
C3	5°05'18"	3860.32'	342.83'
C4	45°28'05"	234.00'	185.70'
C5	2°50'14"	2019.24	99.99'
C6	39°35'02"	486.54'	336.14'
C7	17°06'04"	3819.72'	1140.07'
C8	7°56'31"	2909.79'	403.34
C9	4°42'34"	3745.72	307.88'
C9	27°59'44"	2864.79	1399.77'

LEGEND

- SECTION LINE
- CENTERLINE
- BOUNDARY-R/W LINE
- ADJOINING PARCEL LINE
- EASEMENT LINE
- FOUND 1/2" REBAR W/ PLASTIC CAP "RLS 16630 WOODSON"
- FOUND 3" BNSF ALUMINUM CAP
- FOUND 2-1/2" BRASS CAP "CITY OF FLAGSTAFF"
- FOUND 2" ALUMINUM CAP "LS 13010 AEC"
- FOUND 1.5" ALUMINUM CAP "LS 14671 NES"
- FOUND 3" ADOT MONUMENT AS NOTED
- CALCULATED POINT

NOTE:

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES ARE "MEASURED"

FOR "RECORD" DIMENSIONS, REFER TO SUBJECT PARCEL LEGAL DESCRIPTION, COVER SHEET

REFERENCE DOCUMENTS:

-ALTA PROVIDED BY SHEPHARD-WESNITZER, INC. ON JUNE 18, 2014.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

RECORD SURVEY MONUMENT LOCATION

JOB NO: 11294
DATE: DEC 14
SCALE: SHOWN
DRAWN: TRL
DESIGN: SCI
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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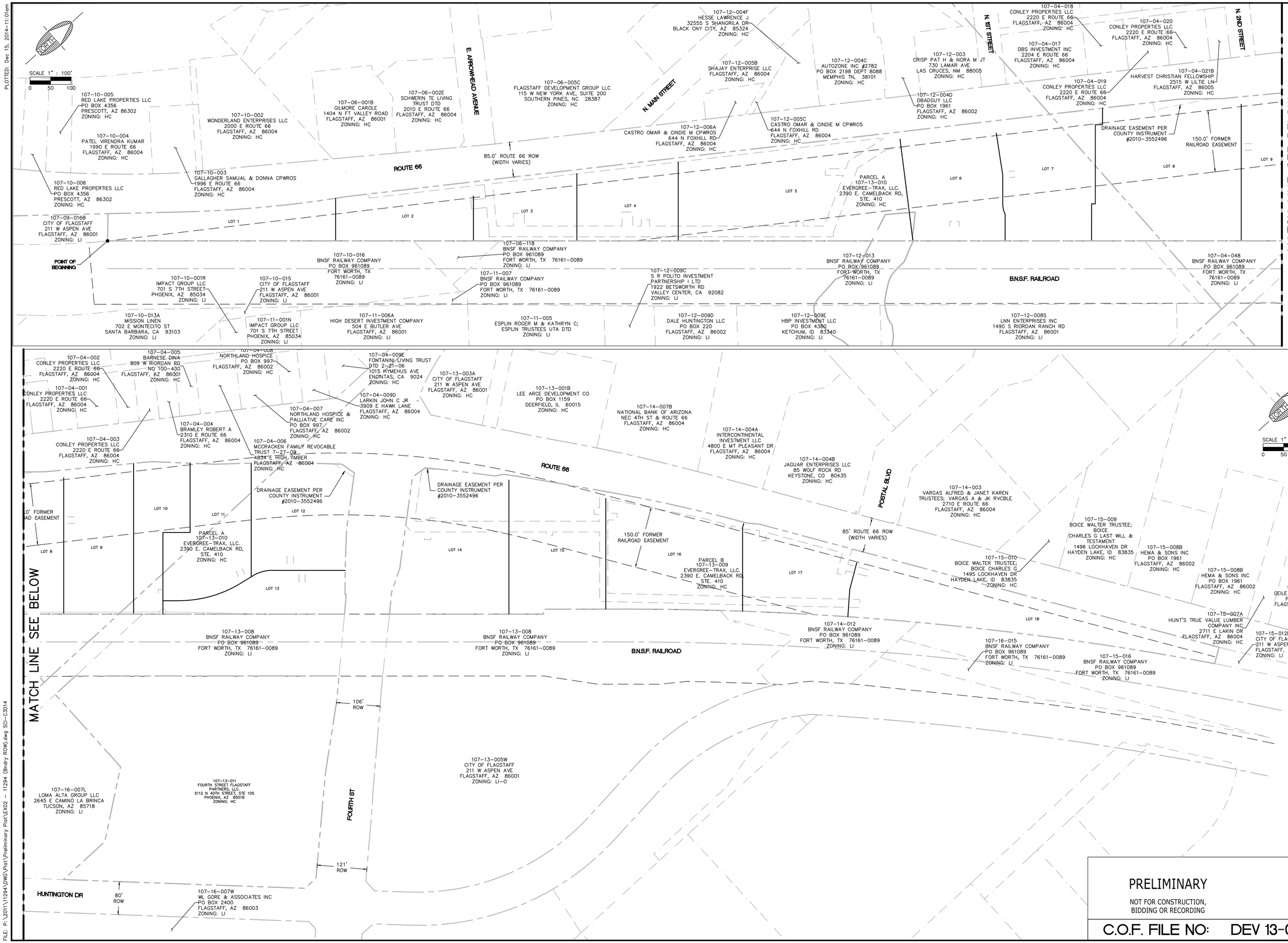
DRAWING NO. EX01

SHT NO. 2 OF 8

PLOTTED: Dec 15, 2014-11:01am

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\EX01 - 11294 (Overview).dwg SCI-C3D14



MATCH LINE SEE BELOW

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

PROJECT BOUNDARY, EXISTING PROPERTY, EASEMENT, AND RIGHT OF WAY INFORMATION

JOB NO:	11294
DATE:	DEC 14
SCALE:	SHOWN
DRAWN:	TRL
DESIGN:	SCI
CHECKED:	GEC

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DRAWING NO.
EX02

SHT NO. 3 OF 8

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PLOTTED: Dec 15, 2014-11:01am

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\EX02 - 11294 (Bndry ROW).dwg SCI-C3D14

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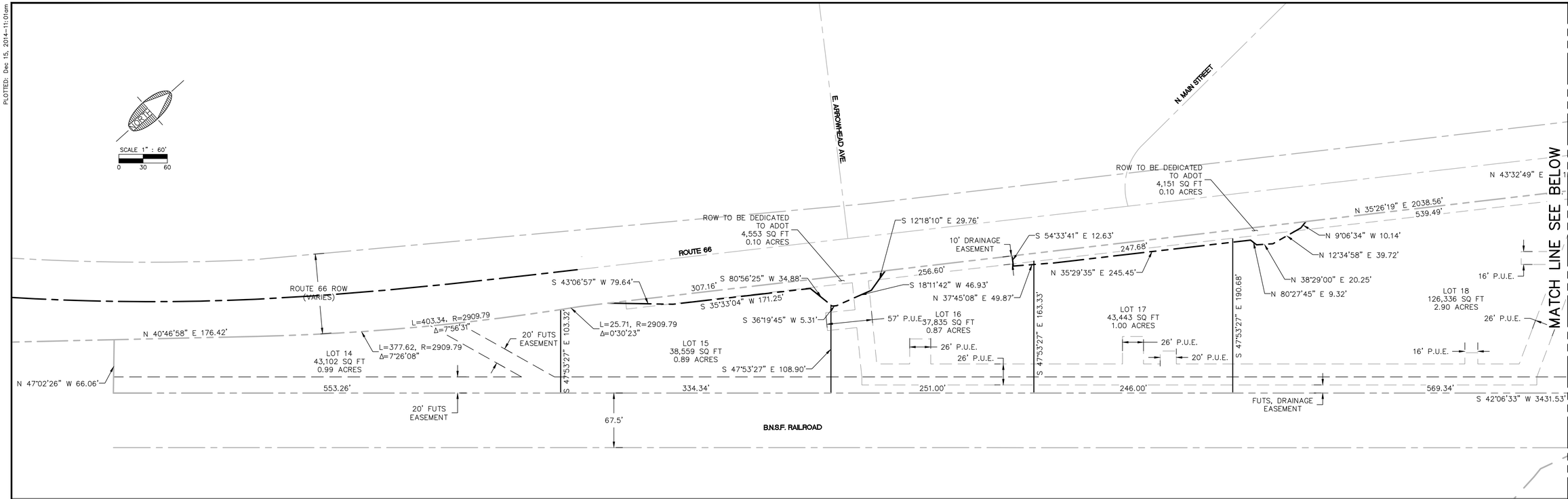

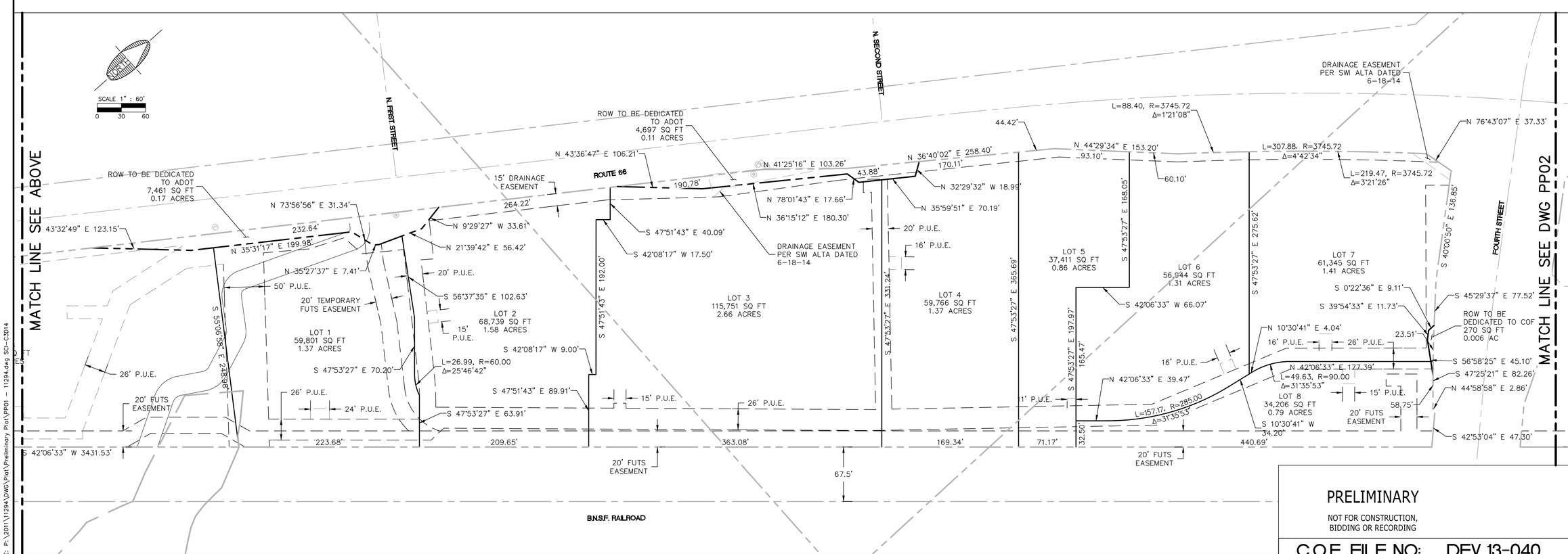

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

PROJECT LAYOUT 1

JOB NO:	11294
DATE:	DEC 14
SCALE:	SHOWN
DRAWN:	TRL
DESIGN:	SCI
CHECKED:	GEC

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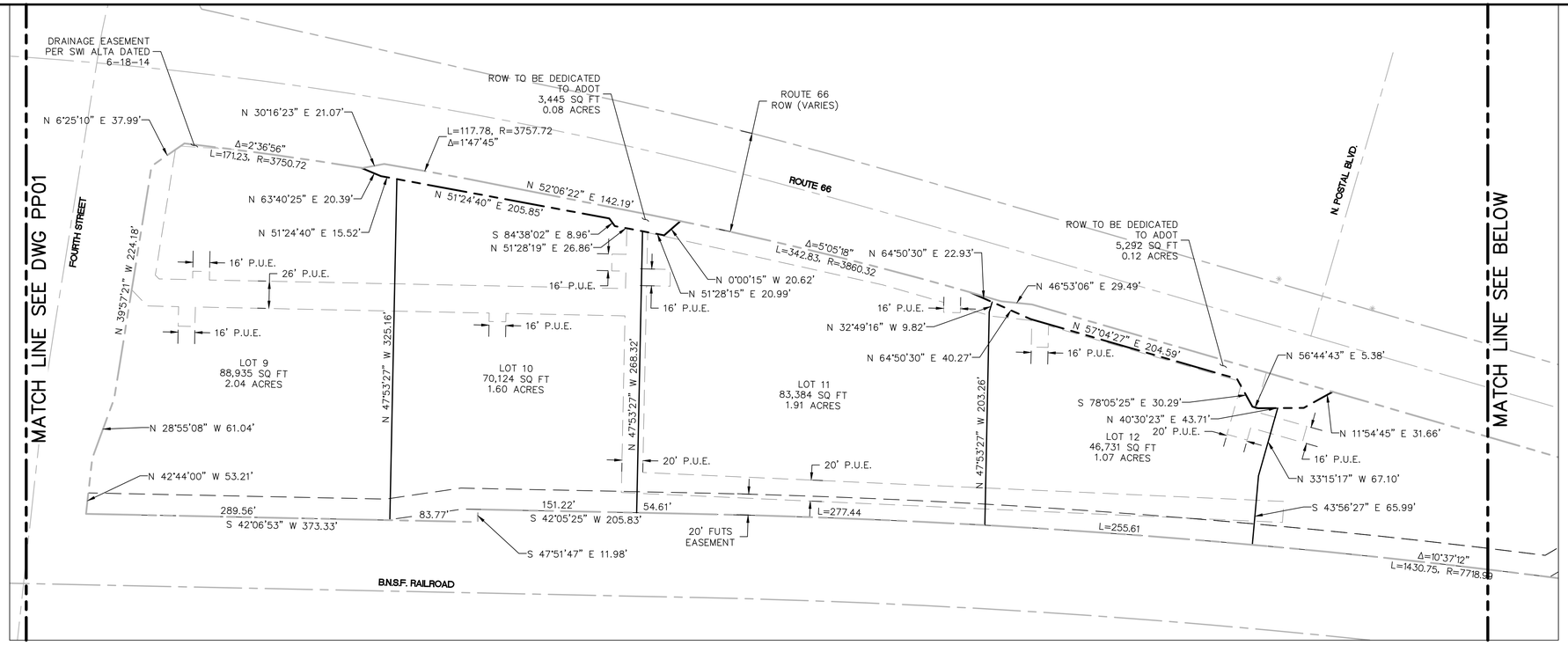
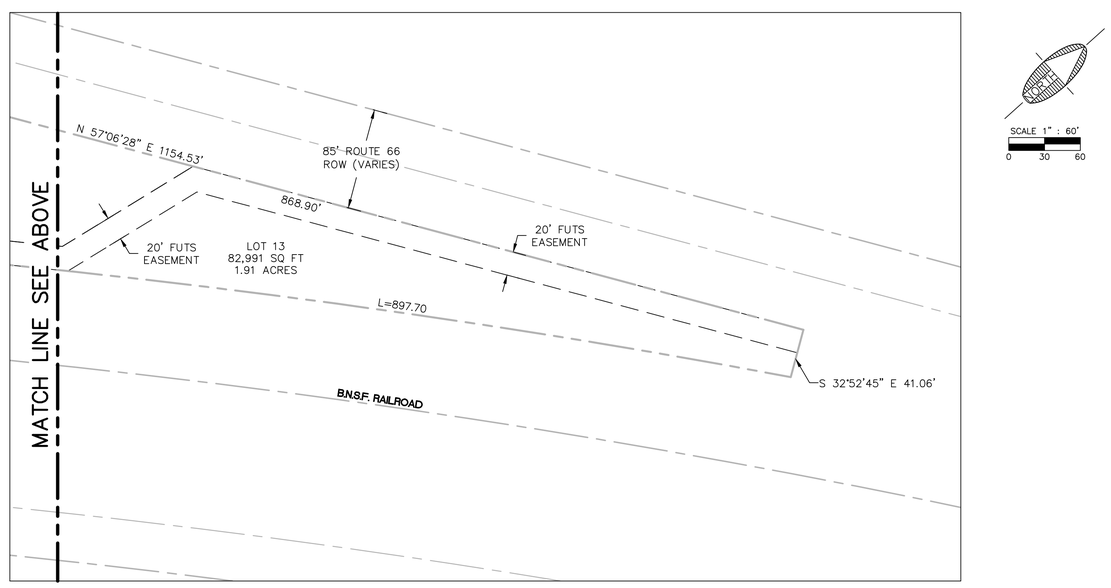
DRAWING NO. PP01

SHT NO. 4 OF 8

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\PP01 - 11294.dwg SCI-C3D14





PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

PROJECT LAYOUT 2

JOB NO:	11294
DATE:	DEC 14
SCALE:	SHOWN
DRAWN:	TRL
DESIGN:	SCI
CHECKED:	GEC

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Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

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DRAWING NO. PP02

SHT NO. 5 OF 8

PLOTTED: Dec 15, 2014-11:01am

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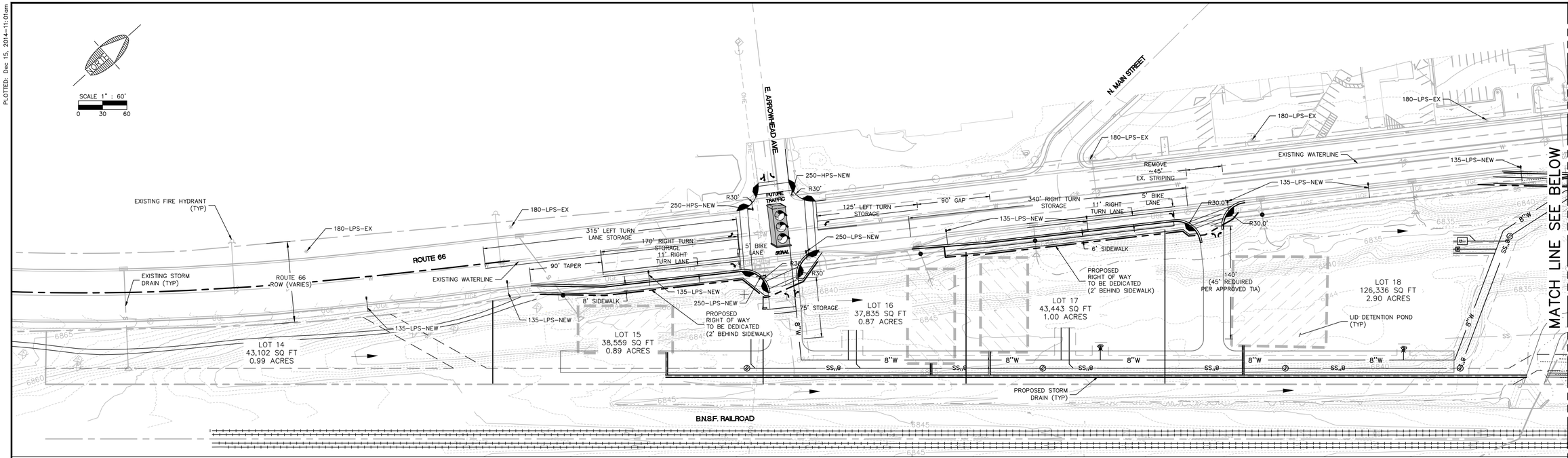
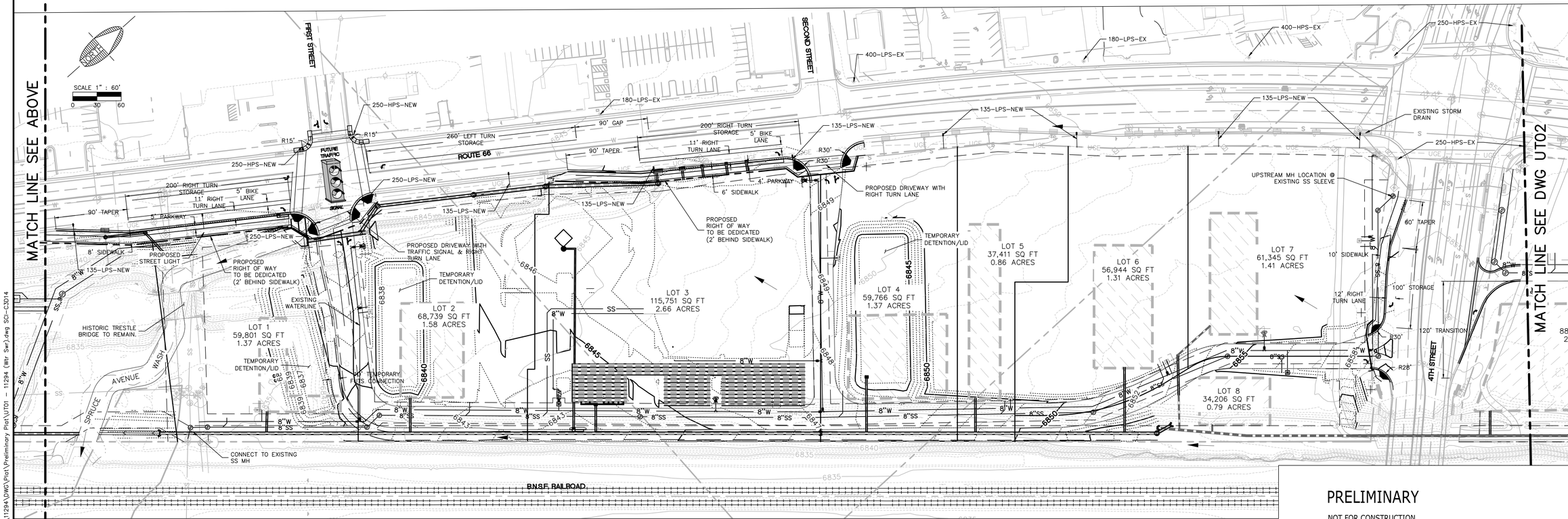
PLOTTED: Dec 15, 2014-11:01am



UNIT 3 IMPROVEMENTS



UNIT 1 IMPROVEMENTS

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

AREA 'A' STREETS AND UTILITY MASTER PLAN

JOB NO:	11294
DATE:	DEC 14
SCALE:	SHOWN
DRAWN:	TRL
DESIGN:	SCI
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
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Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

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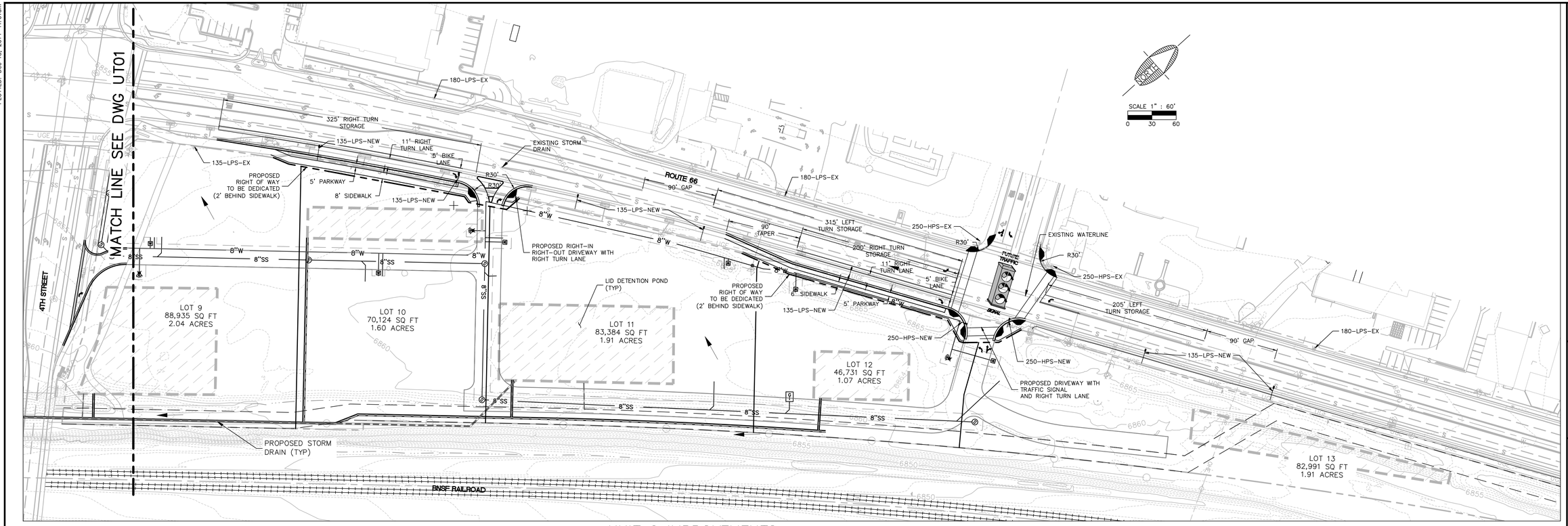
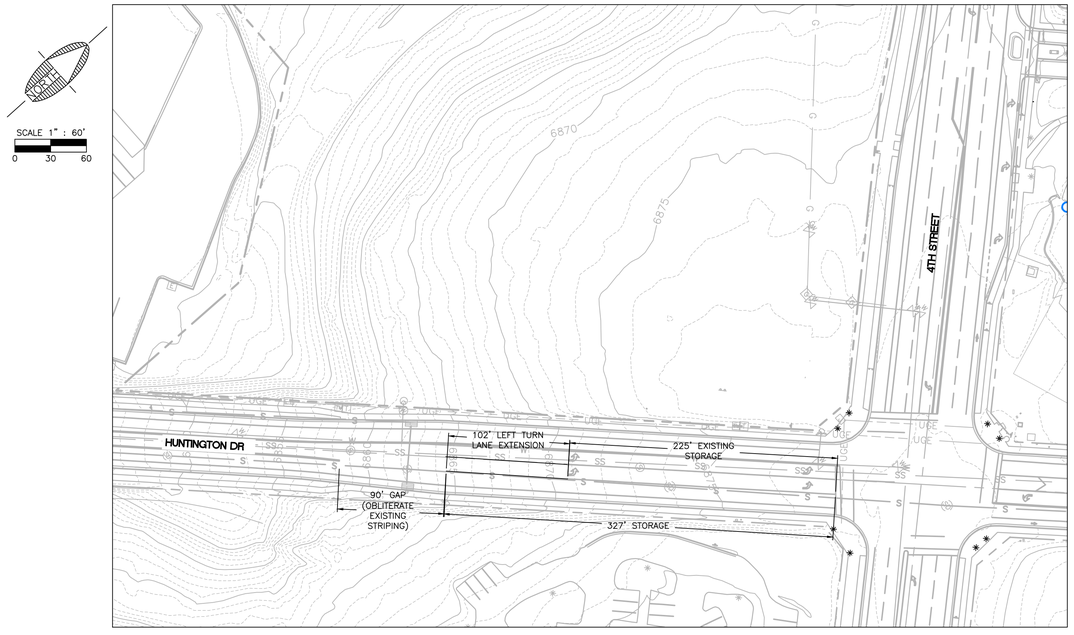
DRAWING NO. UT01

SHT NO. 6 OF 8

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\UT01 - 11294 (Wtr Swr).dwg SCI-C3D14



UNIT 2 IMPROVEMENTS



UNIT 1 IMPROVEMENTS

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF ARIZONA

THE TRAX PRELIMINARY PLAT

AREA 'B' STREETS AND UTILITY MASTER PLAN

JOB NO: 11294
DATE: DEC 14
SCALE: SHOWN
DRAWN: TRL
DESIGN: SCI
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

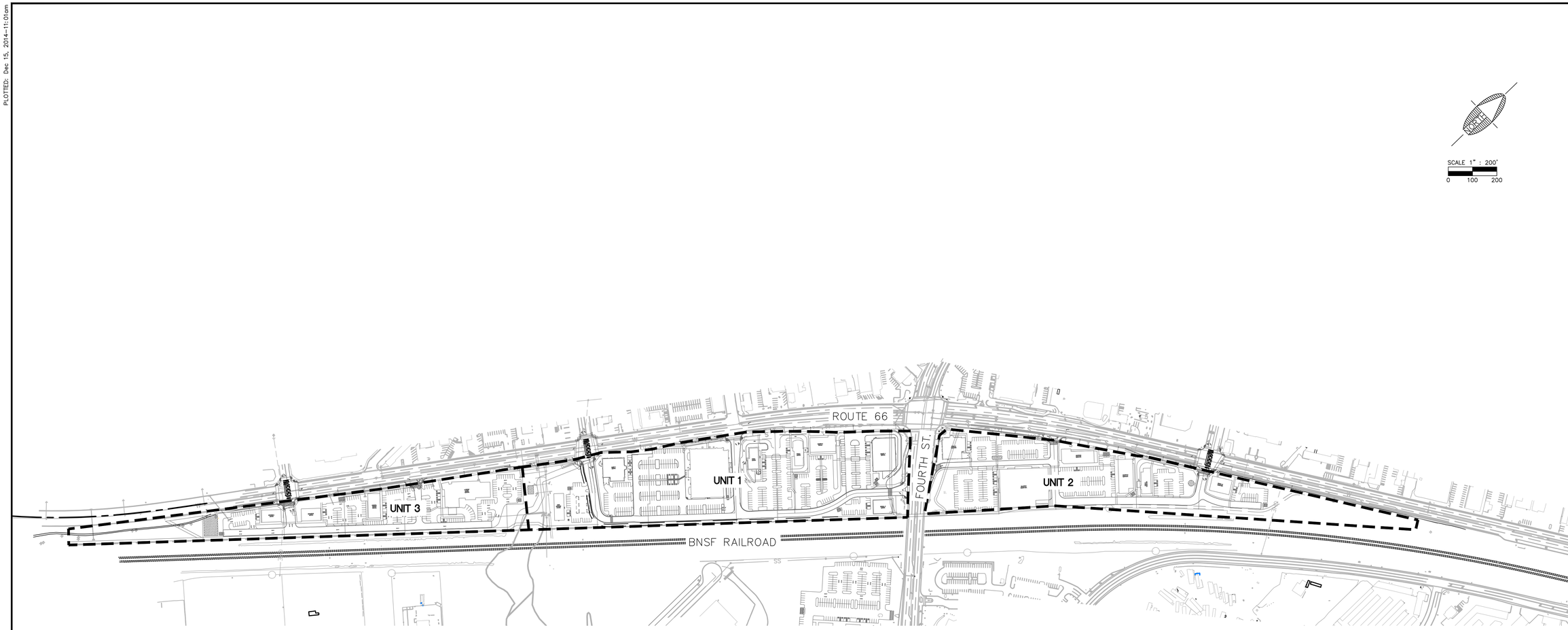
DRAWING NO. UT02

SHT NO. 7 OF 8

PLOTTED: Dec 15, 2014-11:01am

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\UT01 - 11294 (Wr Swr).dwg SCI-C3D14

PLOTTED: Dec 15, 2014-11:01am



PRELIMINARY

NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

C.O.F. FILE NO: DEV 13-040

FLAGSTAFF
ARIZONA

THE TRAX

PHASING PLAN

JOB NO:	11294
DATE:	DEC 14
SCALE:	1" = 200'
DRAWN:	GAG
DESIGN:	GAG
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

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REVISIONS

NO.	DESCRIPTION	DATE	BY

CALL TWO WORKING DAYS BEFORE YOU DIG
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DRAWING NO.
PH01

SHT NO. 8 OF 8

FILE: P:\2011\11294\DWG\Plat\Preliminary Plat\PH01- 11294 (Phasing).dwg SCI-C3D14

Memorandum

17. A.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Josh Copley, Deputy City Manager
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Possible Future Agenda Item: Request by Councilmember Putzova to place the consideration of a Council Resolution pertaining to DACA (Deferred Action for Childhood Arrivals) on a future agenda.

DESIRED OUTCOME:

Determine if there are three members who are interested in moving this item to a future agenda.

EXECUTIVE SUMMARY:

In response to a citizen request made during public participation at the Council meeting of February 17, 2015, Councilmember Putzova asked that consideration of the proposed Resolution be placed on the next available agenda.

The proposed Council Resolution calls upon the Arizona Board of Regents to recognize Arizona youth with Deferred Action for Childhood Arrivals (DACA) status as Arizona state residents for the purpose of being eligible for certain educational benefits, including in-state tuition, financial aid, and scholarships.

INFORMATION:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
10) Decrease the number of working poor

Attachments: Proposed Council Resolution from citizen

RESOLUTION NO. XXXX-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING UPON THE ARIZONA BOARD OF REGENTS TO RECOGNIZE ARIZONA YOUTH WITH DEFERRED ACTION FOR CHILDHOOD ARRIVALS AS ARIZONA STATE RESIDENTS FOR PURPOSES OF EDUCATIONAL BENEFITS, INCLUDING IN-STATE TUITION, FINANCIAL AID, AND SCHOLARSHIPS.

Whereas,
According to the Arizona constitution education at state universities should be "as nearly free as possible."

Whereas,
Arizona Board of Regents' Student Financial Aid Preamble states that higher education is beneficial to both the individual and society, and that in order to realize an educated society, a comprehensive and responsible set of financial assistance programs is crucial.

Whereas,
President Barrack Obama's executive order from June 2012 (and later expanded) known as Deferred Action for Childhood Arrivals (DACA) enabled young people who were brought to this country without documents as children to obtain legal presence in the United States for three years (renewable), work permits, and driver licenses in the state of Arizona.

Whereas,
DACA-approved Arizona youth are assets to our communities. They and their parents contribute to Arizona's and Flagstaff's economies and are an important part of our community's social and cultural fabric. The DACA-approved population's greater educational attainment will help the state become economically more competitive.

Whereas,
Today, our state universities are tuition-driven institutions. Arizona's more than 20,000 DACA-approved youth can contribute significantly to the fiscal stability of our state universities and keep tuition from rising for others, especially as state appropriations decline.

Whereas,
The Faculty Senates of the three state universities, Northern Arizona University, Arizona State University and University of Arizona have already passed resolutions supporting in-state tuition for DACA-approved Arizona youth.

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

Section 1: That the Council of the City of Flagstaff, Arizona urges the Arizona Board of Regents (ABOR) to recognize DACA-approved Arizona youth as Arizona state residents for purposes of educational benefits including in-state tuition, financial aid and scholarships.

Memorandum

17. B.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	02/25/2015
Meeting Date:	03/03/2015

TITLE:

Possible Future Agenda Item: Request by Councilmember Evans to place the consideration of a Council Resolution opposing the approval by USFS of an easement to Tusayan on a future agenda.

DESIRED OUTCOME:

Determine if there are three members who are interested in moving this item to a future agenda.

EXECUTIVE SUMMARY:

In response to a citizen request made during public participation at the Council Work Session on February 24, 2015, Councilmember Evans and others asked that consideration of the proposed Resolution be placed on the next available agenda.

INFORMATION:

COUNCIL GOALS:

9) Foster relationships and maintain economic development commitment to partners

Attachments: Proposed Resolution

RESOLUTION # _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA OPPOSING THE U.S. FOREST SERVICE APPROVAL OF A RIGHT OF WAY EASEMENT TO FACILITATE MASSIVE NEW TUSAYAN DEVELOPMENT THAT WILL BE HARMFUL TO GRAND CANYON NATIONAL PARK AND THE CITY OF FLAGSTAFF TOURISM INDUSTRY

RECITALS:

WHEREAS, the City of Tusayan, AZ has requested U.S. Forest Service grant an easement right of way to facilitate a massive new development immediately adjacent to Grand Canyon National Park that will consist of more than 2,000 residences and more than three million square feet of retail and commercial space; and

WHEREAS, the proposed development in Tusayan, AZ cannot proceed without U.S. Forest Service approval of the requested right of way easement; and

WHEREAS, the economy of the City of Flagstaff relies heavily on tourism revenues;

WHEREAS, Flagstaff is home to many hotels and restaurants and shops that rely heavily on tourists traveling through Flagstaff to Grand Canyon National Park; and

WHEREAS, more visitors stay in Flagstaff, AZ before visiting Grand Canyon National Park than in any other Arizona community; and

WHEREAS, there are 76 hotel properties with 5,158 rooms in the City of Flagstaff that serve four million tourists annually, the majority of whom travel to Flagstaff on their way to see Grand Canyon; and

WHEREAS, IN SUMMARY, the proposed massive retail/tourism development that will only be possible with the grant of the right of way easement by the U.S. Forest Service will negatively impact tourism revenues and employment in the City of Flagstaff.

NOW, THEREFORE, BE IT RESOLVED THAT, the Flagstaff City Council opposes the U.S. Forest Service approval of the requested right of way easement for the proposed massive retail/tourism development because it will have a very detrimental impact on the Flagstaff tourism economy and all of the businesses located in Flagstaff that rely on tourist revenues.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Memorandum

17. C.

CITY OF FLAGSTAFF

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	02/26/2015
Meeting Date:	03/03/2015

TITLE:

Possible Future Agenda Item: Request by Councilmember Oravits to place the consideration of a Police Department Roundtable on staffing needs and possible solutions on a future agenda.

DESIRED OUTCOME:

Determine if there are three members who are interested in moving this item to a future agenda.

EXECUTIVE SUMMARY:

Councilmember Oravits requested a discussion of Police Department staffing needs and possible solutions.

INFORMATION:

COUNCIL GOALS:

5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels

Attachments: