

## FINAL AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
JANUARY 16, 2018

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
4:30 P.M. AND 6:00 P.M.

### 4:30 P.M. MEETING

*Individual Items on the 4:30 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 EVANS

VICE MAYOR WHELAN

COUNCILMEMBER BAROTZ

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

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 for all.*

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

- A. **Consideration and Approval of Minutes:** City Council Work Session of October 31, 2017; Work Session of November 14, 2017; Work Session of November 28, 2017; Combined Special Meeting/Work Session/Budget Retreat of December 12, 2017; Budget Retreat of December 19, 2017; Regular Meeting of January 2, 2018; and Special Meeting (Executive Session) of January 9, 2018.

5. **PUBLIC PARTICIPATION**

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

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** *Human Trafficking Awareness and Prevention Month*

7. **ROUTINE ITEMS**

- A. **Consideration and approval of Agreement:** Managed Services Agreement with CenturyLink for 9-1-1 Services.

**STAFF RECOMMENDED ACTION:**

Approve the Century Link 9-1-1 Managed Services Agreement in the amount of \$1,210,727.00 to be paid by the State of Arizona with 9-1-1 funds.

- B. **Consideration and Adoption of Resolution No. 2018-03 and Resolution No. 2018-04:** A resolution of the Flagstaff City Council authorizing the City to formally join the Coconino County Free Library District; and a resolution of the Flagstaff City Council authorizing the City to re-enter into an Intergovernmental Agreement with the Library District and other Northern Arizona communities.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2018-03 by title only
- 2) City Clerk reads Resolution No. 2018-03 by title only (if approved above)
- 3) Adopt Resolution No. 2018-03
- 4) Read Resolution No. 2018-04 by title only
- 5) City Clerk reads Resolution No. 2018-04 by title only (if approved above)
- 6) Adopt Resolution No. 2018-04

- C. **Consideration and Approval of Contract:** Construction Contract with Mountain High Excavating, LLC. in the amount of \$117,707.00 for the Fourth Street Safety Improvements-Phase II project.

**STAFF RECOMMENDED ACTION:**



- 1) Approve the construction contract with Mountain High Excavating, LLC. in the amount of \$117,707.00, which includes a Contract Allowance of \$8,500.00 and a contract time of 90 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$10,921.00 (10% of the contract amount, less allowances)
- 3) Authorize the City Manager to execute the necessary documents.

- D. Consideration and Approval of Contract:** Construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00 for the Steves Boulevard/Route 66 FUTS Reconfiguration project.

**STAFF RECOMMENDED ACTION:**

- 1) Approve the construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00, which includes a Contract Allowance of \$5,000.00 and a contract time of 90 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$5,966.00 (10% of the contract amount, less allowance)
- 3) Authorize the City Manager to execute the necessary documents.

- E. Consideration and Approval of Final Plat:** Request from TLC PC Developers LLC, for the replat of Mountain Vista Condominiums at Pine Canyon Subdivision consisting of approximately 11.14 acres in the Single-family Residential (R1) zone and 60 residential condominium units.

**STAFF RECOMMENDED ACTION:**

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement (attached) when notified by staff that all documents are ready for signature and recordation.

- F. Presentation of City Manager Awards.**

**RECESS**

**6:00 P.M. MEETING**

**RECONVENE**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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8. **ROLL CALL**

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

|                        |                        |
|------------------------|------------------------|
| MAYOR EVANS            |                        |
| VICE MAYOR WHELAN      | COUNCILMEMBER ODEGAARD |
| COUNCILMEMBER BAROTZ   | COUNCILMEMBER OVERTON  |
| COUNCILMEMBER MCCARTHY | COUNCILMEMBER PUTZOVA  |

9. **PUBLIC PARTICIPATION**

10. **CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**

11. **REGULAR AGENDA**

- A. **Consideration and Approval of Grant Agreement:** Acceptance of the 2017 COPS Hiring Program Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services.

**STAFF RECOMMENDED ACTION:**

Approve the Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services 2017 COPS Hiring Program (CHP) for two officers in the amount of \$250,000 with a city match of \$339,571 for a grand total of \$589,571.

- B. **Consideration and Adoption of Ordinance No. 2018-07:** An ordinance of the City Council of the City of Flagstaff, amending Title 8 of the Flagstaff City Code, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, relating to wireless facilities in the right-of-way; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date; and

**Consideration and Adoption of Resolution No. 2018-01:** A resolution of the City Council of the City of Flagstaff, Arizona, approving licensing, standard terms, and standard design requirements all relating to wireless facilities and poles in the right-of-way; and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the January 16, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-07 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Consider Resolution No. 2018-01 (discussion only)

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2018-07
- 4) Read Resolution No. 2018-01 by title only
- 5) City Clerk reads Resolution No. 2018-01 by title only (if approved above)
- 6) Adopt Resolution No. 2018-01

- C. **Consideration and Possible Adoption of Resolution No. 2018-02:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the execution of the Second Amendment to the Development Agreement between VP 66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 West Route 66 and establishing an effective date.  
***(Second Amendment to Timber Sky Development Agreement)***

**STAFF RECOMMENDED ACTION:**

Staff has no recommendation for this item. If Council decides to authorize execution of the proposed Second Amendment, it will need to take the following procedural steps:

- 1) Read Resolution No. 2018-02 by title only
- 2) City Clerk reads Resolution No. 2018-02 by title only (if approved above)
- 3) Adopt Resolution No. 2018-02

- D. **Consideration and Adoption of Resolution No. 2018-05:** A Resolution of the Flagstaff City Council relating to President Trump's Executive Order 13767: Declaring the Mayor and Council's opposition to the proposed construction of a border wall along the US-Mexico border.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2018-05 by title only
- 2) City Clerk reads Resolution No. 2018-05 by title only (if approved above)
- 3) Adopt Resolution No. 2018-05.

**12. DISCUSSION ITEMS**

- A. **Discussion:** Ballot Measure for Rio de Flag Project on the November 2018 Election
- B. **Discussion:** Resolution re-affirming the City of Flagstaff's 2010 support for the Executive Order issued by the Secretary of the Interior that withdrew one million acres of federal public lands surrounding Grand Canyon National Park from new uranium mining claims for 20 years.

**13. COUNCIL LIAISON REPORTS**

**14. FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement by two members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about review of the Conditional Use Process (CUP) and the possibility of having the Planning and Zoning Commission make a recommendation to Council, with the final decision being made by Council.
- B. **REMOVAL OF Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to remove as a F.A.I.R. item a discussion about legal steps needed to keep Open Space designation on Thorpe Park.

15. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

16. **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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 01/10/2018  
**Meeting Date:** 01/16/2018



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**TITLE**

**Consideration and Approval of Minutes:** City Council Work Session of October 31, 2017; Work Session of November 14, 2017; Work Session of November 28, 2017; Combined Special Meeting/Work Session/Budget Retreat of December 12, 2017; Budget Retreat of December 19, 2017; Regular Meeting of January 2, 2018; and Special Meeting (Executive Session) of January 9, 2018.

**RECOMMENDED ACTION:**

Amend/approve the minutes of the City Council Work Session of October 31, 2017; Work Session of November 14, 2017; Work Session of November 28, 2017; Combined Special Meeting/Work Session/Budget Retreat of December 12, 2017; Budget Retreat of December 19, 2017; Regular Meeting of January 2, 2018; and Special Meeting (Executive Session) of January 9, 2018.

**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 GOALS:**

**COMMUNITY OUTREACH**

Enhance public transparency and accessibility.

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**Attachments:**    [10.31.2017.CCWS.Minutes](#)  
                          [11.14.2017.CCWS.Minutes](#)  
                          [11.28.2017.CCWS.Minutes](#)  
                          [12.12.2017.CSMWSBR.Minutes](#)  
                          [12.19.2017.CCBR.Minutes](#)  
                          [01.02.2018.CCRM.Minutes](#)  
                          [01.09.2018.CCSMES.Minutes](#)

WORK SESSION  
TUESDAY, OCTOBER 31, 2017  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
1:00 P.M.

## WORK SESSION

### 1. CALL TO ORDER

Mayor Evans called the meeting of October 31, 2017, to order at 1:04 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. **Pledge of Allegiance and Mission Statement**

The Council and audience recited the Pledge of Allegiance and Councilmember Odegaard 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 for all.*

### 3. ROLL CALL

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

#### PRESENT:

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER PUTZOVA

#### ABSENT:

COUNCILMEMBER OVERTON

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

#### 4. Public Participation

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

Sustainability Specialist Jenny Neimann addressed Council stating that there are now a total 18 bikes in the City fleet that employees can check out to travel to offsite meetings or other events.

Patrick McCabe addressed Council regarding changes to the Zoning Code specifically related to tandem parking, stacked triplexes and parking adjustments.

#### 5. Preliminary Review of Draft Agenda for the November 7, 2017, 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.*

Councilmember Putzova asked how to provide suggested edits to the uranium resolution. Mr. Copley stated that the proposed edits should be sent to him and Assistant to the City Manager Caleb Blaschke to be incorporated into the draft resolution. Mr. Copley also stated that the draft resolution should be distributed to Council for review before the end of the week.

#### 6. Proclamation of Human Resources Professional Appreciation Day.\*

City Council came to the podium to present the Human Resources staff with the Proclamation of Human Resources Professional Appreciation Day which was read by Mayor Evans.

#### 7. Discussion of Water Services Biosolids Master Planning Effort.

Water Services Engineering Manager Ryan Roberts provided a PowerPoint presentation that covered the following:

BIOSOLIDS MASTER PLAN  
OVERVIEW  
WHY  
SOLIDS HANDLING CAPACITY  
WHY DO CITIES USE ENGINEERING CONSULTANTS?  
PLANNING AND PUBLIC OUTREACH

Mr. Roberts introduced Ryan Renard with Carollo Engineers who continued the presentation.

BIOSOLIDS MASTER PLAN (BMP) CITY COUNCIL PRESENTATION  
HISTORY

**BIOSOLIDS MANAGEMENT****WHY IS THE BIOSOLIDS MASTER PLAN NEEDED?****WHERE IS THE BIOSOLIDS MASTER PLAN NEEDED?****WASTEWATER SOLIDS MANAGEMENT PROGRAM****BIOSOLIDS MASTER PLAN STRUCTURED TO ADDRESS ISSUES AND CONCERNS**

Chad Meyers with Carollo Engineers continued the presentation.

**DESCRIBING THE CAROLLO EVALUATION AND ASSESSMENT PROCESS****PUBLIC ENGAGEMENT VIA WATER COMMISSION PUBLIC HEARINGS (PRESENTATION AND WORKSHOP)****BMP CONCERNS FOR FLAGSTAFF WATER SERVICES STAFF MANAGEMENT TEAM****BMP CONCERNS FOR FLAGSTAFF WATER SERVICES STAFF SUPERVISORY TEAM****BMP CONCERNS FOR FLAGSTAFF WATER SERVICES STAFF OPERATIONS TEAM****CAROLLO'S PROJECT APPROACH TO THE BMP PROVIDES FLEXIBILITY****CAROLLO'S TECHNOLOGY AND DISPOSAL EVALUATION EXPERIENCE**

Rudy Killian with Carollo Engineers continued the presentation.

**CITY BENEFITS BY HAVING KEY ADVANCES IN BIOSOLIDS TECHNOLOGIES EVALUATED****CAROLLO UTILIZES COLLABORATIVE APPROACH TO SELECTING EVALUATION CRITERIA****CITY BENEFITS FROM CAROLLO'S LOCAL AND NATIONAL EXPERIENCE WITH FACILITY AND BIOSOLIDS MASTER PLAN****PREVIOUS CAROLLO PLANNING STUDIES AND THEIR SIZE****CAROLLO'S NATIONAL BMP EXPERIENCE****FLAGSTAFF BENEFITS FROM KNOWLEDGE OF NATIONAL TRENDS AND WHAT OTHERS ARE DOING****EXPERIENCE/APPROACH FOR THREE END BIOSOLIDS USE ALTERNATIVES****BMP GREEN ALTERNATIVES – INCREASED BIOSOLIDS DESTRUCTION INCREASES BIOGAS GENERATION FOR ELECTRICITY****SUPPLEMENTAL FUEL ADDITION CAN YIELD INCREASED GAS PRODUCTION FOR CO-GENERATION OF ELECTRICITY****CAROLLO'S EXPERIENCE UTILIZING ENERGY RECOVERY****CAROLLO AT THE FOREFRONT OF NATIONAL TREND INVESTIGATING CARBON AND BIOGAS USE FOR HIGHER VALUE PRODUCTS**

Vice Mayor Whelan asked if decreasing the number of management options to two would decrease the price of the study. Mr. Killian stated that it would decrease the price but he would caution against it because it would bypass other technologies; it is an investment that will provide information for large financial decisions.

Councilmember McCarthy asked staff if they feel that the cost is reasonable. Mr. Roberts stated that staff does believe that the cost is justified and fair. The scope of work actually grew to include more research on energy conservation, greenhouse gas emissions and tying those elements into the public outreach portion. Carollo brings a wealth of experience that the City just does not have.



**8. City Council Goals Check-In.**

Mr. Copley stated that the Council goals and objectives help the Council better define and understand its budget priorities. This is the time to look at the goals and objectives to determine if any edits are needed.

Mr. Copley reviewed the goals and Council proposed the attached changes (Exhibit A).

Mr. Copley explained that the Council would review and adopt the goals and objectives at the meeting of November 21, 2017.

**9. Review of Draft Agenda Items for the November 7, 2017, City Council Meeting.\***

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

Councilmember Odegaard asked if there would be any legal discussion on item 17C prior to the meeting. Mr. Solomon explained that there would be no Executive Session prior to the meeting; if the FAIR item moves forward then an Executive Session would be scheduled.

**10. Public Participation**

None

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

Councilmember McCarthy reported that he took a tour of Skyview, a student housing project under the authority of the university on university land; it was a very nice facility.

Councilmember Odegaard expressed concern about the hanging message from the crane tower above the Hub building on Sunday morning. He does not believe that it was the appropriate way to make a point and he urged everyone to think about how those types of displays reflect on the community.

Vice Mayor Whelan stated that she had an opportunity to speak to Joanne Keene from NAU about some numbers that show student housing is reaching a certain level where it is leveling off. She is excited to see those numbers and where they came from. Councilmember McCarthy added that he is concerned about the high rents in Flagstaff and the issue of supply and demand.

Councilmember Barotz reported that she attended a tour of the Flagstaff Watershed Protection Project with the Fire Department and it was great to see the areas that have already been treated and to better understand the challenges with moving forward and the resulting decision points.

Councilmember Putzova stated that sometimes follow up discussions from Work Sessions are not always captured on the working calendar and it would be helpful for Council and the public to know when those topics will be coming back. She would also like to know when the Sign Code will be coming back to Council for discussion.

Councilmember Putzova also reported that she attended a conference in Phoenix organized by

the Economic Policy Institute focusing on economic inequality in the context of race and class. It was an informative conference and the number of people working nationally on the issue was great to see. Cliff Bryson from the Office of Labor Standards was a presenter on the panel regarding local enforcement efforts and he did a great job representing Flagstaff.

Mr. Copley offered that he is working with staff to get actual dates onto the working calendar for follow up discussions through summer break of next year. Some of the topics will require an Executive Session first, as is the case with the Sign Code, and he will work with Mr. Solomon to try to get those dates scheduled.

Mayor Evans thanked the Council and City staff who participated in the NAU pep rally last Friday. She also offered thanks to the individuals who participated in the Make A Difference Day.

## **12. Adjournment**

The Work Session of the Flagstaff City Council held October 31, 2017, adjourned at 3:20 p.m.

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MAYOR

ATTEST:

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CITY CLERK

WORK SESSION  
TUESDAY, NOVEMBER 14, 2017  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
6:00 P.M.

## WORK SESSION

### 1. Call to Order

Mayor Evans called the meeting of November 14, 2017, to order at 6:00 p.m.

#### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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### 2. Pledge of Allegiance and Mission Statement

The Council and audience recited the Pledge of Allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

A moment of silence was held in reflection of the mass shooting at the Rancho Tehama Elementary School in California.

#### **MISSION STATEMENT**

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

### 3. **ROLL CALL**

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

PRESENT:

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA (arrived at 6:25 p.m.)

ABSENT:

NONE

Others present: Deputy City Manager Shane Dille and City Attorney Sterling Solomon.

#### 4. Public Participation

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Glenn Tamblingson addressed Council regarding the proposed increase in fees for entrance into the Grand Canyon. He urged the City Council to discuss the upcoming fee increase as it will have an impact on local revenues.

Roabie Johnson addressed Council with concerns about possibly lifting the ban on camping in city limits. She expressed concern about campfires and the increased possibility of a catastrophic fire.

Charlie Silver addressed Council thanking them for their work in preserving HURF funds.

#### 5. Preliminary Review of Draft Agenda for the November 21, 2017, 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.*

Councilmember McCarthy stated that he would like to withdraw his request for the item 13C FAIR request.

Councilmember Barotz requested a change to the placement of an item in Item 8B; under Tribal Priorities, the remaining text should be moved under State and Federal Priorities.

Councilmember Odegard requested that in Item 8B, NAU be listed first in the list of state agencies.

Mayor Evans stated that there are several commission appointments happening and she briefly reviewed the appointment assignments.

#### 6. Recognition of Wildland Fuels Crew 1

The City Council recognized the Flagstaff Fire Department Wildland Fuels Crew 1 for their service and assistance in locating a missing woman. Recognition and thanks were offered to the following members of Crew 1:

- Skyler Lofgren
- Pablo Esquivel
- Brett Hall
- Mike Walker

- Justin Roederer
- Payson Oberly
- Charles Sliger
- Rachel Deans
- Chad Cavender
- Jose Martinez-Ramirez
- Matthew Landis
- Kyle Daugherty
- Dakota McNeal

## **7. Future of the Mogollon Public Works Yard**

Public Works Director Andy Bertelsen addressed Council and provided a PowerPoint presentation that covered the following:

FUTURE OF THE MOGOLLON PUBLIC WORKS YARD  
HISTORY AND CURRENT STATUS OF PROPERTY  
MAP OF CURRENT PUBLIC WORKS YARD  
AERIAL VIEW OF THE PROPERTY  
CONSTRUCTION STATUS  
FUTURE OF MOGOLLON PROPERTY  
CONCEPT PLAN AERIAL

Vice Mayor Whelan asked if the community garden across Bonito would remain. Sustainability Specialist McKenzie Jones stated that the garden will continue and there is a proposal for an urban farm incubator. The proposal would be for a long-term lease to allow local farmers to lease the land for economic purposes.

Mr. Bertelsen continued the presentation.

PARKS AND RECREATION APPROVAL  
PASSIVE RECREATION CONCEPT  
HISTORIC ROCK STRUCTURE  
FUTURE DISCUSSIONS

Councilmember Odegaard asked if the current yard would be vacated by July 2018.

Mr. Bertelsen stated that they are hoping to be completely moved by July 1, 2018 but it is a big facility with many years of stuff.

Councilmember McCarthy asked if the Parks and Recreation Commission discussed multiple options for the area. Mr. Bertelsen stated that the comments from the community and the Commission were for passive recreational use. There were concerns about increased traffic with a more active recreation approach and Francis Short Pond being so close.

Mayor Evans requested that the Parks and Recreation Commission look at options for an appropriate use of the stone building.

Vice Mayor Whelan stated that she would like to allow for the possibility that there be a passive park open to the community but also five to eight units of affordable housing.

Councilmember Barotz offered her support of the Vice Mayor's comments and added that she likes the idea of different values being supported in the development of the parcel.

Councilmember Overton also agreed but offered that when Council started to get into some different options for the parcel before, there was significant push back from the community. He is willing to entertain those ideas again but he is not willing to go down the road if there is no possibility of moving forward. There are ways to have shared space but he is concerned about the pushback from the neighborhood.

Councilmember Putzova suggested involving the neighborhood in developing a plan that accommodates a number of values and addresses a number of challenges. The challenge will be figuring out a way that the potential affordable housing can fit the neighborhood and the park.

The following individuals addressed Council with regard to the use of the Mogollon property:

- Dawn Tucker
- Roabie Johnson

The following comments were received:

- The rock structure could be used as a visual art studio or an option for the Indigenous Circle community center.
- Affordable housing would be ideal because it is walking distance from an elementary and high school.
- A draft plan would be helpful showing where housing would go and how high.
- More affordable housing is needed.
- There is fear and distrust because of the Hub and the Standard; small housing would be appropriate in this area.
- A combination of passive park and affordable housing would be great.
- Any new buildings need to be sure to be protected as affordable and not for use as a second home or Air BnB.

Mayor Evans stated that the direction from Council is to add a use for the stone building and an element of affordable housing. Additionally, the community should be involved in the design and redevelopment of the area.

## **8. Discussion of Water Services Temporary Stormwater Rate Increase to Fund Large Capital Projects**

Stormwater Manager Chris Kirkendall addressed Council and provided a PowerPoint presentation that covered the following:

STORMWATER RATES  
OVERVIEW  
BACKGROUND  
CAPITAL IMPROVEMENT PRIORITIES  
STAFF RECOMMENDATIONS

Management Services Director Rick Tadder continued the presentation.

3-YEAR RATE TEMPORARY INCREASE: CAPITAL PLAN  
3-YEAR RATE TEMPORARY INCREASE: FINANCIAL PLAN

Councilmember Overton asked why staff is recommending shifting the funding from the

General Fund to stormwater fees. Mr. Tadder explained that it is a capacity issue; the General Fund does not have the capacity to continue funding the Rio de Flag project and stormwater fees should pay for some of the project.

3-YEAR RATE TEMPORARY INCREASE: PER ERU  
3-YEAR RATE TEMPORARY INCREASE: RESIDENTIAL  
3-YEAR TEMPORARY RATE INCREASE: COMMERCIAL  
TIMELINE

Council offered support for the staff recommendation.

## **9. Discussion of the 2017 Zoning Code Amendments - Transect Code**

Zoning Code Manager Brian Kulina addressed Council and provided a PowerPoint presentation that covered the following:

ZONING CODE AMENDMENTS TRANSECT ZONING  
WHY ARE WE HERE?  
HOW DID WE GET HERE?  
DOWNTOWN REGULATING PLAN MAP  
COUNCIL SCOPED AMENDMENTS  
PLANNING COMMISSION RECOMMENDATIONS  
APPROVAL  
DENIAL  
PHYSICAL & ARCHITECTURAL BREAK  
MODIFY LIVE/WORK  
10-50.110 (BUILDING TYPES)  
10-40 (BUILDING TYPES)  
10-50.120 (FRONTAGE TYPES)  
10-40 (FRONTAGE TYPES)  
DENIAL  
NEIGHBORHOOD BUILDING  
MAIN STREET BUILDING  
DOWNTOWN BUILDING  
PHYSICAL SEPARATION  
10-40 (BUILDING TYPES)  
10-40 (FRONTAGE TYPES)  
ANTICIPATED SCHEDULE

The following individuals addressed Council regarding Transect Code amendments:

- Nancy Branhan
- Dawn Tucker

The following comments were received:

- These amendments still allow for bulk and mass.
- Alleyways are not civic spaces; if an alleyway breaks up a building it will not provide a good space.
- There seems to be a disconnect in the way things are zoned and how things have grown in the neighborhoods.

Council requested a table that shows the staff recommendations next to the Planning and Zoning recommendations for the next discussion.

Mr. Kulina stated that the Planning and Zoning Commission focused on T4 and its compatibility as well as trying to visually decrease the bulk in T5 and T6. The result was a limit of 36 feet in T4 and the requirement of façade variations and structural jogs in T5 and T6 to break up the mass.

A break was held from 8:19 p.m. through 8:31 p.m.

Councilmember Odegaard asked what the vote was for the Planning and Zoning Commission. Mr. Kulina explained that it was a four to one vote; two members were absent and the Chair issued the dissenting vote. Councilmember Odegaard asked what the rationale was for the dissenting vote. Mr. Kulina stated that it was the removal of Commercial Block from T4.

#### **10. Discussion on Amendments to/Repeal of the Zoning Code**

Mr. Kulina addressed Council and provided a PowerPoint Presentation that covered the following:

##### **DISCUSSION ON AMENDMENTS TO/REPEAL OF PORTIONS OF THE ZONING CODE SECTIONS OF ZONING CODE TRANSECT STANDARDS IN CONVENTIONAL ZONING**

Councilmember Barotz stated that given the previous conversation she is not supportive of a repeal of the Transect Zone; she feels that the amendments will do what is necessary to address some of the challenges.

Councilmember McCarthy stated that his highest priority is to get the Zoning Code changes done and he is concerned that repealing the code will take time away from making the necessary changes. He would like to continue moving forward with the staff proposed amendments.

Charlie Silver addressed Council stating that it is important to work through the issues of the Transect Code and get it right. It is a mixing and matching of the staff recommended amendments and the Planning and Zoning Commission recommendations.

Councilmember Putzova stated that she supports continuing to work intensely on the amendments discussed earlier rather than repeal.

Councilmember Overton offered that he is supportive of transect zoning and believes that seeing the amendments through is the best option.

Councilmember Odegaard stated that he is not interested in a repeal.

Mayor Evans stated that she originally brought the item up for consideration. It is important to get the Code fixed and if it is unable to be fixed then it needs to be suspended until it is right. Fixing something here and there will not address the issue; it should be a holistic approach.

A majority of Council would like to move forward with the amendment process rather than a repeal.



**11. 2017 Intergovernmental Priorities Discussion**

Assistant to the City Manager Caleb Blaschke reviewed the Intergovernmental Priorities and Council proposed the attached changes (Exhibit A).

Mr. Blaschke explained that the Council would review and adopt the priorities at the meeting of November 21, 2017.

**12. Review of Draft Agenda Items for the November 21, 2017, 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; future agenda item requests.**

Councilmember Odegaard requested a FAIR item to discuss the increase in fees at the Grand Canyon and its impact to Flagstaff.

Councilmember Barotz requested that the Energy Code be added to the Working Calendar.

Councilmember Barotz also offered thanks to Lieutenant Colonel Ray Garcia, the Joint Land Use Study Committee and other stakeholders for the tour of the Camp Navajo area. It was a fascinating tour that offered some history of the area.

Councilmember Putzova stated that the tour of Flagstaff Shelter Service was excellent and informative.

Councilmember Putzova also attended an event hosted by Arizona Planned Parenthood that discussed the various healthcare services Planned Parenthood provides. It was an excellent and illuminating discussion and she appreciates Planned Parenthood providing services in the community and throughout Arizona.

Mr. Dille thanked Council for their time and effort during last week's numerous meetings. He reminded the Council that the Executive Session on November 28, 2017 has been moved to 3:30 p.m. due to the number of items on the agenda. Additionally, the Havasupai trip has been rescheduled to December 4, 2017.

Mayor Evans stated that the Council and Leadership attended a tour of the Rio de Flag with NAU President Cheng. It was a good tour and a good start to a dialogue about a possible partnership.

Mayor Evans attended the Veterans Day ceremony at the Veterans Cemetery in Bellemont. Police Chief Kevin Treadway was there along with Mr. and Mrs. Lindstrom whose son was killed in the line of duty to present an award in his name. Mayor Evans also

received a beautiful afghan from Billie Weldon with the Purple Heart Association.

Additionally, she attended the Girls on the Run 5K at the Coconino County Fair Grounds; it was awesome to see all the girls and their supporters.

Mayor Evans also reported that the Council visited Flagstaff Shelter Services. It was an interesting visit and they were able to talk about Front Door, what it is and how it works.

**15. Adjournment**

The Work Session of the Flagstaff City Council held November 14, 2017, adjourned at 9:24 p.m.

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MAYOR

ATTEST:

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CITY CLERK

WORK SESSION  
TUESDAY, NOVEMBER 28, 2017  
COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
6:00 P.M.

## WORK SESSION

### 1. **CALL TO ORDER**

Mayor Evans called the meeting of November 28, 2017, to order 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).*

### 2. **Pledge of Allegiance and Mission Statement**

The Council and audience recited the Pledge of Allegiance and Councilmember Odegaard 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 for all.*

### 3. **ROLL CALL**

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

#### PRESENT:

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

#### ABSENT:

NONE

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

#### **4. Public Participation**

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

Nilufar Yesmin addressed Council in regards to the closure of Arrowhead Village Mobile Home Park. He expressed frustration with the situation and his concern with finding an affordable place to live.

Catherine Davis addressed Council in regards to the closure of Arrowhead Village Mobile Home Park. She also expressed concern and frustration about the situation and finding an alternative place to live.

#### **5. Preliminary Review of Draft Agenda for the December 5, 2017, 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.*

Councilmember Odegaard stated that there is a typo in item 8C; it should read 2018 instead of 2017.

#### **6. Brief Updates from Area Professionals Regarding the Flagstaff Business Community**

Business Retention and Expansion Manager John Saltonstall introduced Julie Pastrick, President and CEO of the Greater Flagstaff Chamber of Commerce and Michael Marquess, Owner of Mother Road Brewing Company. Ms. Pastrick and Mr. Marquess provided brief updates on their respective operations.

Ms. Pastrick addressed Council stating that 2017 has been a really good year. The Chamber prides themselves with being a defender of business values who will listen and learn as problem solvers. The Chamber recently completed an exterior renovation and an extensive interior renovation. The Chamber is now cohosts with Coconino Community College for the Small Business Development Center to provide private counseling to small business owners.

Ms. Pastrick reported that the Chamber just celebrated the second annual 20 under 40. Awards; the Flagstaff Young Professionals provides career development, community service and networking and connections to leaders between the ages of 21 and 39. Additionally, six youth coding camps were held over the summer and were highly successful.

Ms. Pastrick reminded the Council and the community about the Holiday Light Parade coming up on December 9, 2017 and the 27<sup>th</sup> annual Athena Awards Ceremony scheduled on February 9, 2018. The Chamber is grateful for the time they are able to work on issues and barriers for business growth. The Chamber's work is about building better communities and

building a good workforce community.

Mr. Marquess addressed Council stating that he and his wife started Mother Road Brewing Company six years ago and it is the support of Flagstaff that has gotten them to this point. Mother Road Brewing has grown to be the eighth largest microbrewery in Arizona. They have invested \$1.8 million into a new brewing facility on Butler that they hope to open in the next few months. Last year they brewed 4,400 barrels and the new Butler facility will take them to 20,000 barrels.

Mr. Marquess thanked the Flagstaff Water Services Department for providing such great water; he also thanked various City staff members for their assistance in getting the Butler facility up and running and enticing people to come to Flagstaff. He also reported that together with seven other breweries in Flagstaff, Craft Beer FLG has been developed to make Flagstaff Arizona's Craft Beer City. Mr. Marquess stated that Flagstaff is home and he wants to grow and continue to build a beverage business here. He thanked the Council and Flagstaff for allowing Mother Road Brewing to be a successful business in Flagstaff.

Mr. Saltonstall stated that the next update is scheduled for some time in February, 2018.

7. ~~Presentation by ADOT (Arizona Department of Transportation) Regarding US480 and Milton Corridor Master Plans. (MOVED TO 12/5/17 COUNCIL MEETING)\*~~

8. **Flagstaff Arts Council - Annual Update**

Community Design and Redevelopment Manager Karl Eberhard introduced John Tannous, Director of the Flagstaff Arts Council, who provided a PowerPoint presentation that covered the following:

AGREEMENT WITH CITY OF FLAGSTAFF

Mr. Tannous introduced Deputy Director Elizabeth Vogler who continued the presentation.

EXHIBITIONS AT THE CENTER  
HOPE + TRAUMA IN A POISONED LAND  
COMMENTS IN REFLECTIONS BOOK  
CONCERTS AND PERFORMANCES  
YOUTH ART PROGRAMS  
YOUTH LENS  
VIOLA AWARDS  
PROMOTION  
FLAGSTAFF ART & SCIENCE FORUM  
THE ARTBOX INSTITUTE

Mr. Tannous continued the presentation.

ARTS & ECONOMIC PROSPERITY  
ART & SCIENCE FUND  
GRANT REVIEW PROCESS  
LOOKING FORWARD

Council thanked Mr. Tannous and Ms. Vogler for the presentation and for their contributions to the community.

**9. Presentation on Arts & Economic Prosperity: The Economic Impact**

Mr. Tannous provided a PowerPoint presentation that covered the following:

ECONOMIC IMPACT OF THE NON-PROFIT ARTS & SCIENCES IN FLAGSTAFF  
LARGEST STUDY EVER CONDUCTED  
FOCUS OF THE STUDY  
PARTICIPATING ORGANIZATIONS  
STUDY METHODOLOGY  
TOTAL ANNUAL ECONOMIC IMPACT  
ORGANIZATION + AUDIENCE SPENDING  
RETURN ON INVESTMENT  
THE ARTS & SCIENCES SUPPORTS 3,035 FTE JOBS IN FLAGSTAFF  
AUDIENCE SPENDING  
AUDIENCES SPEND AT LOCAL BUSINESSES  
TOURIST SPENDING HABITS  
CULTURAL TOURISTS ADD TO THE ECONOMY  
FRENCH FINALE FLAGSTAFF SYMPHONY ORCHESTRA  
HOPI FESTIVAL MUSEUM OF NORTHERN ARIZONA  
COMPARISON TO SIMILAR CITIES  
COMPARISON TO 2012 STUDY  
NATIONAL NUMBERS  
ALL U.S. ARTS INDUSTRIES (2014)  
NATIONAL PARTNERS  
LOCAL STUDY PARTNERS  
FIVE KEY TAKEAWAYS  
FEASIBILITY STUDY  
RESOURCES

Councilmember Overton asked if there are things on the horizon that can grow their numbers or experiences. Mr. Tannous offered that it is time to invest in greater infrastructure and expanded cultural facilities.

Councilmember Odegaard stated that the City contributes \$500,000 to the program each year; he asked what that investment generates. Mr. Tannous stated that the 2012 study indicated that for every dollar invested by the City there is \$64 that comes back into the community. He does not have the number for the current year but would suspect that it is slightly higher.

Vice Mayor Whelan asked about the increased venues and facilities. Mr. Tannous explained that they are looking at expanding the Coconino Center for the Arts as well as the possibility of a new facility.

**10. Flagstaff Downtown Business Improvement and Revitalization District - Annual Update**

Mr. Eberhard introduced Flagstaff Downtown Business Alliance Executive Director Terry Madeszka who provided a PowerPoint presentation that covered the following:

FLAGSTAFF DOWNTOWN BUSINESS ALLIANCE UPDATE  
BACKGROUND  
PARKING  
PARKING ACCOMPLISHMENTS

## PARKING 2017/2018 GOALS

Councilmember Barotz asked if there had been discussions with residents on the south side about results of the parking program. Ms. Madeszka stated that she has spoken to residents on all sides and there are different answers. On the south side, the parking behavior is changing and residents are experiencing relief because of enforcement. On the north side, she is hearing that it has not turned into the nightmare that was anticipated. On the west side there is ongoing conversation about parking from businesses and that response is evolving. The system was built with the flexibility to respond and that has been helpful. NAU students are finding alternatives as are downtown employees. It was apparent that so many people were abusing the free parking and parking all day long.

Ms. Madeszka continued the presentation.

MANAGEMENT  
CLEAN TEAM AMBASSADOR PROGRAM  
MARKETING  
FLYERS  
MARKETING 2017/2018 GOALS  
EVENTS  
BEAUTIFICATION  
GOING INTO YEAR 3

Councilmember Overton stated that at the formation of the District there were a few members that were not in favor; he suggested getting the word out to those business owners about what they can gain from being a part of the District. Ms. Madeszka agreed that the benefits of the district are great. She is now seeing businesses and property owners on the south side who want to be a part of the district; she will be working with them to help them form a district for themselves.

Mayor Evans thanked Ms. Madeszka for the work she is doing and she is appreciative of the work she is doing with the businesses outside the district as well. It has been a great example of how a business improvement district can work and other areas are interested in establishing those benefits for themselves.

A break was held from 7:27 p.m. through 7:40 p.m.

## **11. Discussion and Possible Direction: Re Proposed National Park Fee Increases**

Assistant to the City Manager Caleb Blaschke addressed Council and provided a couple of draft letters, a draft resolution and draft comments concerning the proposed increase in park fees for Council to consider. He stated that the item will be brought back to Council next week for final edits and possible approval.

Mr. Blaschke added that the Tourism Commission reviewed the documents at their meeting today; they were happy with the comments and supported the documents. Additionally, staff has reached out to other individuals and organizations to get their thoughts and input on the document.

Mr. Blaschke reviewed the documents with the Council.

Acting Deputy City Manager and Economic Vitality Director Heidi Hansen suggested that

information be included about how many people are coming to Flagstaff to take tours. Council was supportive of the documents with the inclusion of Ms. Hansen's information.

Mr. Copley offered that the documents will be vetted through staff for clerical and formatting corrections prior to bringing them back to Council for final approval.

## **12. Consideration of Proposed Zoning Code Amendments**

Zoning Code Manager Brian Kulina addressed Council stating that there is no formal presentation. He provided a revised matrix as well as some rough drawings for review.

The following individuals addressed Council regarding the proposed Zoning Code amendments:

- Dawn Tucker
- Stuart McDaniel
- Charlie Silver

The following comments were received:

- The heartache comes from how Transect Zoning affects historic districts.
- Decisions for the Transect Code should be made with the intent of them one day becoming the only code.
- Decisions are being made out of fear and not what is best for the neighborhoods.
- Supportive of all the items with the exception of live/work, it should not be included unless it matches the design traditions.
- It is unrealistic to continue to not down zone because there is fear of a Prop 207 claim.
- There should only be one code, not two.
- Supportive of visually breaking the façade.
- It is not about place making but rather place keeping.
- Some of the problems are with the Zoning Map and the designations in certain areas.
- The underlying zoning needs to match our values.
- Consider repealing the conventional zoning and leaving transect only.

After discussion, Council offered their support for the Planning and Zoning recommendations as noted on the attached matrix (Exhibit A).

Councilmember Putzova asked if Council will be reviewing the Zoning Map for possible corrections. Mr. Kulina explained that the review will be included with the next set of amendments that staff brings forward. Also included in that review will be an analysis of building height. Community Development Director Mark Landsiedel added that parking will also be discussed with the next phase.

Vice Mayor Whelan asked if most cities function with two codes such as transect and euclidian. Mr. Kulina stated that there are not a lot of cities in Arizona that have adopted transect or form based coding and most have made it optional. Mesa has two separate codes and they are starting to work toward repealing the euclidian; it will be interesting to see how that goes. Many states do not have the legal challenges that Arizona has so their coding structure is different.

Mr. Kulina stated that staff would put the Council's recommended amendments into an ordinance for review and possible approval at the next meeting.



**13. Review of Draft Agenda Items for the December 5, 2017, City Council Meeting.\***

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

Councilmember Overton stated that the presentation, in terms of performance, for the IGA extension with Summit Fire District is thin. He would like to see more background from the last two years on how and why the program works. It would be helpful to have some information on where the program is at in terms of benchmarks as well.

Mr. Copley explained that the extension, if approved, would give staff the needed time to do just that. A consultant was brought in to evaluate and report on if the program has been successful. While the extension is for a year he anticipates that staff will be coming to Council in February or March with the report; the ask before Council is for more time to do the analysis. Councilmember Overton stated that understanding that he would not need any further information for the meeting next week.

**14. Public Participation**

None

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

Councilmember Odegaard stated that it is great for the community that the City was successful in receiving a COPS Grant for two additional Police Officers.

Councilmember Odegaard also offered thanks to staff for offering free parking on Saturday for Small Business Saturday. He stated that it is important to be smart about marketing and drawing people to local businesses.

Mr. Copley reminded the Council of the upcoming tour and meet and greet with the Havasupai Tribe on December 4, 2017.

Mayor Evans asked if there had been a CCR that went out regarding for sale signs at mobile home parks and if the City can legally require them. Mr. Solomon explained that there was no CCR on the matter but it was brought up as a FAIR request which was approved to move forward and the discussion is scheduled to be coming to Council in the near future.

**16. Adjournment**

The Work Session of the Flagstaff City Council held November 28, 2017, adjourned at 9:27 p.m.

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MAYOR

ATTEST:

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CITY CLERK

## **SPECIAL MEETING**

### **1. Call to Order**

Mayor Evans called the Special Meeting of December 12, 2017, to order at 1:00 p.m.

### **2. Roll Call**

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

#### **PRESENT:**

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

#### **ABSENT:**

NONE

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

### **3. Consideration and Adoption of Ordinance No. 2017-32:** An ordinance of the City Council of the City of Flagstaff, adjusting the salaries of future City Council members by amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code.

Mr. Copley said that in furtherance of the Code, he as City Manager convened a committee of the chairmen of commissions, to bring forward a recommendation to the Council regarding Council salaries. He said that the committee members were presented with comparisons from other communities in Arizona and elsewhere. He said that they were provided information on applying the CPI over the course of years and the committee decided to give them one-half of that amount.

Councilmember Barotz said that it was important to also note that the committee also talked about the travel budget and per diem for Mayor and Councilmembers. Mr. Copley said that there was some discussion about the impact of pressure on travel, especially with the Mayor position.

Mr. Copley said that the committee's recommendation was to go from \$36,000 to \$38,500 a year and Council from \$24,000 to \$25,500 a year.

He said that another issue was whether only those coming on the Council in 2018 received the increase, or if they deferred the effective date to 2020 so that all members were receiving the same amount. He said that Legal did research this issue and their opinion was that having different amounts would not be illegal.

Councilmember Putzova asked when they first started getting salaries; she would like to see a trend line. Mr. Copley said that he did not currently have that information, but could provide it for the second read.

Councilmember Putzova said that she was very much interested in having a discussion about the policy behind the salaries. She was not ready to entertain the first read. She asked what the salaries were supposed to do in the community and if it was a stipend. She said that she has a lot of thoughts and concerns, and does not like the lack of policy discussion.

Mr. Copley said that there is not an abundance of policy; the City Code talks about the analysis and the committee. He said that he did talk with them about the work that the Mayor and Council put into the job, explaining that for every hour sitting at a meeting, there is equally an hour or more in prep work. He said that the committee was aware of that and considered it.

Mr. Copley said that the recommendation is merely a recommendation; the final decision is that of Council.

Councilmember Putzova said that she thought it was a very sensitive area of discussion. She could understand how the public listening to the discussion could come to the conclusion that they are making the decision based on their individual situation. To avoid that misperception she suggested that they postpone the discussion until later in the spring until it is clear who is running or not running.

Mr. Copley said that while the policy is less robust, it is clear on one point--the decision needs to be made in the year before the election year. Waiting until next spring is not what is contained in the City Code. Mr. Solomon said that while the Code has timelines, they can clean that up in the future. Right now there is no provision to postpone this.

Councilmember Overton said that he is not concerned about who might pull packets. For him and others, these are not designed to be income producing or a person's main income. It is seen as a sense of service, with the Council-Manager form of government. There is no question that everyone has a difference of opinion. He does not have a strong opinion that would justify why it would be a high or low salary. He believes it is good where it is.

Mr. Copley said that those comments were reflected in those of the committee as well. Some were on one side and the others were on the other side. The proposed 50% was a compromise. He said that the committee took this work very seriously. They put in their time and effort, but it is up to the Council as to how they want to consider their recommendation.

Councilmember Odegaard said that he was surprised with those making the motions. He is ready to move forward, but he would feel more comfortable if the salary could happen at the same time, in 2020. Mr. Solomon said that could be amended if it was the majority's will.

Councilmember McCarthy said that the salary should be high enough that if a person wanted to live on it or have a part time job. If it is really low it excludes people that do not have a source of income. He is a retired engineer; it does not matter if it is \$2,000 or \$20,000, but he asked if it was fair that others cannot afford to live without an income would be excluded. He said that he

was willing to move forward and take the recommendation of the committee. He was also fine with it becoming effective in 2020.

Councilmember Putzova said that she has a different perspective. It is not just a matter of whether they can piece together a living; it is also a matter of independence. Historically, most of those on Council have been retired or own their own businesses. This level of salary excludes people that work full time. That is one reason they do not have someone that is employed and working for Wal-Mart or FUSD. The level of salary is not just about making a living, but being an independent actor on behalf of those that voted for them.

Vice Mayor Whelan said that Councilmember Putzova brought up some wonderful points. They do not know what the community wants from the Council. Clearly they are an engaged council. They need to discuss this further and base it on policy. She is hearing that there is no policy.

Mayor Evans said that it is awkward talking about a salary of a future council. She said that she has been on the Council since 2008. The individuals that have the ability to run for Council either work for themselves or are retired, or they are going to take a vow of poverty.

When she was canvassing she met a group of people and she was encouraging them to run for office. She said that every single one of them were young and said that they could not afford to do it. There is a sense that this is a part-time job. She said that she did not think they were ready. Maybe they need to sit down and engage the community and put together something that would be meaningful.

Mr. Copley said that they have been at this discussion for half an hour and all of the things they are discussing were subjects of conversation for the committee. They talked about the absence of policy; they did not know if that was a mistake or intentional. The community, through the authority invested in it, works through the committee every four years, and speaks to the Council and community about what to do. If they want to have a conversation about something different, they can do that.

Councilmember Odegard asked if they needed to vote on the travel and per diem. Mr. Copley said that the subject of the travel and expense budget came up because he asked the committee to provide some input on it. Some Councilmembers have depleted their accounts. The amounts were a matter of discussion for the committee and they made their recommendation. These are not considered part of the salary; his recommendation was to increase those next July.

Councilmember McCarthy said that he was sensing that the increases should be more so there is a wider cross-section of the community that could serve. He suggested that they move to have first read and when it comes back next time they could make changes. If they do nothing they have to wait another four years.

Vice Mayor Whelan said that she heard that it is time to have a deeper discussion about it. They need to move forward, but they also need to host the discussion with getting what the community wants. She believes they need the increases, but need to have a much broader discussion.

Councilmember Putzova asked what the rules were to change the code in terms of changing the process. Mr. Solomon said that one thing that came up was that the elections used to be held in Spring and as a result this had to be done the year before. However, the election is now in the fall. He said that with the way the Code is written, he believed they could put this into January, but if they get past there they would run into an issue.

**Moved by** Councilmember Eva Putzova, **seconded by** Councilmember Scott Overton to take no action.

**Vote:** 5 - 2

NAY: Councilmember Charlie Odegaard  
Vice Mayor Jamie Whelan

At this time, the Council and audience were joined by students from the Haven Montessori School who sang a few Christmas carols.

#### 4. **Adjournment.**

The Special Meeting of December 12, 2017, adjourned at 1:56 p.m.

### **WORK SESSION**

#### 1. **Call to Order**

Mayor Evans called the Work Session of December 12, 2017, to order at 2:03 p.m.

#### 2. **Discussion re Reduction of the Engineering ~~Development~~\*\* Fees.**

Management Services Director Rick Tadder began a PowerPoint presentation which addressed:

FULL COST OF SERVICE  
CURRENT ENGINEERING USER FEES  
DECISION MAKING FLOW CHART  
CURRENT ENGINEERING USER FEES - COUNCIL DIRECTION  
PROCESS FOR REDUCING FEES

Mr. Tadder said that the new fees took effect on August 1, 2017, and since that time they have received around \$40,000. He added that the fees went into affect after a 60-day public notice and public hearing was held before Council.

#### ENGINEERING OUTREACH

City Engineer Rick Barrett then continued the presentation:

HISTORY OF USER FEES  
Pre-Application Meeting  
Concept Site Plan Review  
Actual Site Plan Review  
Approved by IDS

He said that the first part (above) is the Entitlement Phase. The second phase is the Construction Phase. Previously the Council had agreed to 50% recovery in the Entitlement Phase and different for the Construction Phase. He said that when they move into the Construction Phase, many of the questions have been answered and they see very detailed construction plans.

#### TRAFFIC IMPACT ANALYSIS (TIA)

SOILS REPORT REVIEW  
PUBLIC IMPROVEMENTS PLAN REVIEW  
INSPECTIONS  
MATERIALS TESTING  
INSPECTIONS (ASSOCIATED WITH FRANCHISE UTILITY WORK)  
PARKING LOT MAINTENANCE PERMIT

The following individuals addressed the Council:

- Rick Lopez
- Carolyn Oberholtzer, Vintage Partners
- Ryan Rhoton, owner of Capstone

- It is easy to make decisions based on staff's presentations
- They had a consultant prepare the study
- There is a piece missing to the study--the real world application
- The end user is not the developer--it is the purchaser, the police officer, teacher, etc.
- The developer has the vision and takes the risks, and is going to pass on all of these fees to the end user
- Asking Council to support the reduction of the fees
- They do a lot of building in Flagstaff
- They rushed for Crestview before the 8/1/2017 date
- When they develop in Ponderosa Trails, it used to cost between \$18,000 and \$22,000; today it is around \$45,000 to \$55,000

Further discussion was held on when various steps occur in the process. Mr. Barrett then reviewed the spreadsheet.

Mayor Evans said that the homes were not affordable before when the City was subsidizing the fees. They have asked the question several times of, "who sets the price of a house?" and have been told "the market." They were at a meeting last week with ECoNA who talked about the Workforce Housing Study. People want to buy a house but cannot afford it. The excuse is because of the fees. She said that if they subsidized all of the fees, that would mean the taxpayers would have to pay for it, and they could still not guarantee that the houses being produced would be affordable.

Mayor Evans asked Mr. Rhoton how they could be sure that a reduction in engineering fees would be passed on to the buyer, if it is driven by the market. Mr. Rhoton said that competition is the answer. He said that he was not asking for a subsidy; he was asking that they look closer at the 8% as he believes the consultant screwed up.

Councilmember Odegaard said that he recently saw a chart at a real estate luncheon showing how they used to have pretty healthy housing happening, and now they do not. He asked Mr. Rhoton if he felt that was because of the fees. Mr. Rhoton said that the engineering fees is a small portion. Just the inspection fee and materials testing comes to about \$2,500 per lot.

After further discussion, a majority of Council requested that this item be brought back to a future meeting for further discussion.

**3. *Review of Draft Agenda of the December 19, 2017, Regular Council Meeting.\****

Councilmember Putzova requested that staff attach a copy of the draft resolution to her F.A.I.R. item.

Mr. Copley noted that the discussion opposing the lifting of the moratorium on uranium mining is being worked on by partners. They are hoping to get this on the agenda in December; they will walk it on if possible, otherwise it will come back on January 2, 2018.

**4. Adjournment**

The Work Session of December 12, 2017, adjourned at 3:26 p.m.

**BUDGET RETREAT**

**1. Call to Order**

Mayor Evans called the Budget Retreat of December 12, 2017, to order at 3:30 p.m.

**2. City Council Fiscal Year 2019 Budget Retreat - Budget Priorities.**

Mr. Copley began the PowerPoint presentation which addressed:

REVENUES AND EXPENDITURES  
BUDGET TEAM DIRECTION  
GOALS

The following individuals addressed the Council:

- Al White
- Armando Bericascari

Comments received included:

- The citizens of Flagstaff voted in the higher wages; they should be willing to cover the difference between what the state pays to the providers.
- Providers for those with disabilities are operating in the red; they need help
- Abreva was first of the agencies to move to the Valley
- Would like to see something put on the ballot for ongoing funding
- Appreciate the long-term approach, but as shortsighted as it may be, they just want to survive this year and the next

Discussion was held on what all services are provided. It was noted that most are from Flagstaff; however, Hozhoni also contracts with the tribes.

Councilmember Putzova said that they are putting the blame of this problem on minimum wage, but the state is not adequately funding those services.

Economic Vitality Director Heidi Hansen continued the presentation.

ECONOMIC DEVELOPMENT

Goals  
Highlights and Accomplishments  
FY2019 Objectives

Comments from Council included:

- Need to address the impacts of economic development
- Should include programming for trash clean up
- Invest money in expanding the Mexican market year-round
- Work with the DBA to take their show on the road to help other corridors in the City
- Encourage creative thinking about how different divisions can work together on litter problem
- On large parcels such as Red Gap Ranch, begin looking at options for additional revenue such as energy, farming, etc.

Housing Director Sarah Darr continued the presentation:

AFFORDABLE HOUSING

Goals  
Highlights and Accomplishments  
FY2019 Objectives

Comments regarding new directions included:

- Create a partnership, contract for services and provide relocation assistance services for those being removed from trailer parks
- Continue conversation about an affordable housing bond
- Closely examine recommendations submitted in Housing Roundtable
- Subsidize new infrastructure
- Examine the City's housing stock; is it time for reinvestment? higher density? best use?
- Strengthen the path from rental to ownership

Assistant to the City Manager Caleb Blaschke continued the presentation:

SOCIAL JUSTICE

Goals  
Highlights and Accomplishments  
FY2019 Objectives

Comments from Council included:

- Would like to see the Strategic Plan come with identified funding
- Promote indigenous events in the community
- Better relationship between the Mexican Consulate Office in Phoenix and City Manager's Office
- Explore idea of sensitivity training to all emergency services and staff
- Provide public restrooms downtown
- Ongoing funding to support programming for people with disabilities
- There is a homeless shelter on the east side of the community, but need to look at social impacts of that population not having somewhere to go during the day
- Improve interaction between law enforcement, fire response, emergency services, build a better relationship so that the City's employees are having a better experience
- Public safety employees oftentimes need to act as social services; perhaps another staff member or additional funding for a specific program



Public Works Director Andy Bertelsen continued the presentation:

#### TRANSPORTATION

Goals

Highlights and Accomplishments

FY2019 Objectives

Comments from Council included:

- Address issues related to quiet zones and railroad crossings (Mr. Barrett noted that this item is coming before Council at a Work Session on January 9, 2018.)
- Need to continue focus on a new courthouse
- Need to look further at the MRF (Materials Recycling Facility)
- Consider the need to start adding equipment to the fleet
- Get to the 75% recycling rate
- Need better representation at the Legislature to support improvements on Fourth Street
- Continue supporting the addition of infrastructure to open up City lands for development (e.g. J.W. Powell and Lonetree)

At this time, more public comments were received from:

- Alida Preil
- Monica Attridge
- Gus Miller
- Jesse McGril
- Nathan Martinez

Comments received included:

- Consider people with disabilities in this year's budget
- Grew up in Flagstaff with people with disabilities and is raising her child here
- Moved out of town for awhile for better pay, but never found a community as beautifully inclusive as Flagstaff
- When voters passed Prop 414 she didn't think they understood all of the ramifications
- Provided a handout on the finances related to the service providers and the compounding effect
- Asked that Council direct City Manager to work with the providers

A written comment card was also received from Lisa Koronkiewicz asking for additional funding to help the providers for people with disabilities.

Planning Director Dan Folke then continued the presentation:

#### BUILDING AND ZONING/REGIONAL PLAN

Objectives

New Investments

Highlights and Accomplishments

Comments from Council included:

- They are right in the middle of passing important Code amendments. There were plans to hire a consultant with that; is that still the plan or are they considering handling it in-house?

Mr. Folke replied that his team is now looking at some of their major tasks and there will be more support needed.

- They will be sharing that further with Council in January
  - Does not want to lose sight of linking the Zoning Code with other codes once it is set.
  - There are a lot of building inspectors leaving this year with retirements. They will need to find a way to replace and retain them and believe there will be a budget element at some point.
- Mr. Folke noted that they do have a success plan in place.

Due to the lateness of the hour, Mr. Copley said that they would probably come back to Council in chunks during future Council meetings.

Brief discussion was held on the upcoming trip to Washington D.C. It was agreed that Mayor Evans and Councilmembers Odegard and Putzova would be the Council representatives on that trip with Councilmember McCarthy serving as an alternate.

### **3. Adjournment**

The Budget Retreat of December 12, 2017, adjourned at 6:16 p.m.

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MAYOR

ATTEST:

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CITY CLERK

### **CERTIFICATION**

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 December 12, 2017. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 16th day of January, 2018.

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CITY CLERK

CITY COUNCIL BUDGET RETREAT  
TUESDAY, DECEMBER 19, 2017  
CITY HALL COUNCIL CHAMBERS  
211 WEST ASPEN  
12:00 P.M.

**1. Call to Order**

Vice Mayor Whelan called the Budget Retreat of December 19, 2017, to order at 12:03 p.m.

**2. Roll Call**

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

**PRESENT:**

MAYOR EVANS (arrived at 1:18 p.m.)  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD (arrived at 12:56 p.m.)  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

**ABSENT:**

NONE

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

**3. City Council Fiscal Year 2019 Budget Retreat - Budget Priorities.**

Mr. Copley said that Mayor Evans and Councilmember Odegaard would be joining the meeting later. He added that they will not be formally voting; they will just need four to move something forward and it would be more efficient if the reason was not given.

Sustainability Manager Nicole Woodman then began the PowerPoint presentation (Exhibit A attached hereto and made a part hereof):

**CLIMATE CHANGE**

Objectives  
New Investments  
Highlights and Accomplishments

Comments received from Council included:

- Thought this unit did so much over the past year. They are in good shape to move forward with the Action Plan.
- In the future she would like to see an aligning of the City organization structure with the priority of addressing climate change, meaning that they would give Sustainability a more permanent role by elevating the position and its importance by it becoming a division.

Mr. Copley noted that the organization of the City and the structure of staff is identified as a City Manager responsibility. The Council is free to communicate that to him. He would usually have his deputy city managers and executive leadership team look at that to determine the best route. He does hear the interest and asked that he be allowed to work with his team to determine the best path forward.

Water Resources Manager Erin Young then continued the presentation:

#### WATER CONSERVATION

Objectives

Budget - New Investments

Highlights and Accomplishments

Ms. Woodman then came forward again to continue the presentation:

#### ENVIRONMENTAL AND NATURAL RESOURCES

Objectives

New Investments

Highlights and Accomplishments

Ms. Woodman said that the 2018 included \$486,000 in New Investments that spanned Human Resources, Purchasing, Fire, Water Production, Economic Vitality, Water Resources management, Stormwater and Sustainability, and a few projects were highlighted.

Comments received from the Council included:

- Think the world of Maggie in Sustainability and thinks she does her job with professionalism and grace.
- Clearly there is a lot of litter and they cannot keep up with it

Mr. Copley said that in the 30 years he has lived here he has never seen it so bad. He cautioned the Council against hiring staff. He said that temporary help would be an option and in the past they have used prison labor crews, but hiring full-time staff is not the most cost-effective way to address the problem.

Comments continued:

- Has noticed the amount of trash that was on commercial properties.
- Perhaps they could do some kind of a public campaign working with the Chamber to bring it to the forefront
- Also need to focus efforts on construction sites

Discussion then turned to the Administrative Goals. Human Resources Manager Shauna Fisher came forward to continue the presentation:

#### PERSONNEL

Objectives

New Investments

Highlights and Accomplishments

Police Chief Kevin Treadway then reported on the personnel issues related to the Police Department. He said that staffing with the department is critical and needs immediate attention. Recent exit interviews reflect officers are now leaving because they feel unsafe, citing they do not

always have backup available for calls where two officers should respond. Currently they are 23 officers down from the compliment of 64 officers and corporals that respond to calls for service. They have 6 vacancies currently including the 2 officers recently approved from the COPS grant. He has 5 in the Academy, 7 on field training, 2 on military leave, and 3 on light duty. Their patrol division is down 36%.

He said that they have swept all possible positions to address patrol. Their detectives division is down from 14 detectives to 11. They no longer staff 2 GLITEM Gang Officers, one School resource officer is vacant, the Sunnyside King Squad was re-assigned, 1 of 2 Selective Enforcement Officers that provided proactive initiatives with the serial inebriant population is vacant, and they no longer staff the Marshall's Fugitive detail.

Chief Treadway said that they used to average 40% available time for their officers. This past summer, many squads were as low as 11%. He said that there is no available time resulting in no proactive directed patrols and or self-initiated activity like traffic stops or field interviews. NAU and CCSO continue to assist when they can at unprecedented levels in providing back up and in some cases responding to calls as primary units when all of their officers are tied up.

They constructed an 18-page white paper last year providing a great deal of research, charts and graphs on the increased work load of their officers in the last decade. Increases in calls for service, and increases in demands that take their officers off the road for longer periods of time are detailed in this paper.

He said that all benchmarks available were reviewed, whether it was ICMA, comparisons with other agencies in the state, or mid size agencies in the nation reflect the Flagstaff Police Officer is far more taxed than any other officer they compared to anywhere. Their officers average 10-12 calls for service a shift, and write 4-6 written reports per day.

Chief Treadway said that they asked for six officers on the COPS grant and were awarded two. He still needs, bare minimum, all six which would put them at 2007 staffing levels. It is self-evident the growth that has occurred in the community in the last decade. Their white paper details this, the impacts of new businesses like Wal-Mart east, Cal Ranch, REI and most importantly, the impacts of student growth and student housing, tourism and population increases and what this has done to their call demand. They have more coming. Each budget period this goes unaddressed puts relief to their officers out almost two years.

Due in large part to the City's growth and lack of resources on the police department, the community is experiencing an 18% increase in violent crime in 2017. They have had six homicides. One more before the end of the year and they would tie a record. Traffic collisions have steadily increased over the past five years.

He said that they have had some success with recruitment. They lost 17 officers in 2016, and have lost 17 officers since January 1, 2017, but they have hired 15 of those positions vacated. In the end, it takes an officer two weeks to leave the City, but nine months to replace and the applicant pool has dwindled for all law enforcement agencies. They have tripled their recruitment efforts this last year and are more successful than they have been.

He said that with more student housing, a Veterans facility, and increased commerce coming, they need to start right now to prepare them to address this. They will be asking Council to consider four officers in addition to the 2 COPS grant on the February 6 meeting. Additionally, during this budget period they need to seriously consider merit increases.

Chief Treadway said that there are two very distinct issues--retention and recruitment. What is

most critical in terms of addressing retention is 1) the ability to achieve market based pay plan. No analysis was done last year, and that achievement is only successful if they maintain the market. He said that Human Resources is conducting that; they must stay competitive. 2) Merit based pay system. This is an objective of the City Manager. He has lost officers to agencies paying less because they have a merit in place. Also, while the City hires officers at a higher rate than the Sheriff's Office, within one year they are making the same because they have a merit in place.

Chief Treadway said that he concentrates on morale as the leader of the division. He said that Flagstaff provides some of the best training in the state and that goes a long way and they have some of the best equipment. Those types of things are very important. He said that he has written a white paper on this issue and would be glad to share it with the Council.

Comments from Council included:

- What she has heard on the Police and Fire side is that the density creates higher impacts for safety.
- As they discuss where the money is coming from she hoped the Council will have a conversation about impact fees and how they could align them better with the needs of the community.

Mayor Evans arrived at this time.

After further discussion on the Police Department issues, Chief Treadway stated and he and Deputy Chief Musselman will be coming to Council on February 6 to discuss the four officers they requested and what they might do. He said that even with the six they had requested, they are back to where they were ten years ago but violent crime is up 19%. They are not keeping up with growth.

A request was made, going back to Environmental, that they consider some robust staff support for dark skies.

At this time Mayor Evans took over control of the meeting. It was requested that Public Safety Concerns be added to the list.

Brief discussion was held on the housing assistance program. Chief Treadway said that they currently have eight officers taking advantage of the program. Ms. Fisher noted that they have updated the program to make it available to all City employees.

Mr. Copley said that, in terms of message, they explore how to talk about public safety in the context of the changing nature of the community with the density and calls for fire and police.

Staff was asked to be sure that the working plan includes the issue of maternity and paternity leave.

Fire Chief Mark Gaillard said that the Fire Department has the same issues as Police, with the exception of attrition. He said that the City Manager and Deputy City Managers have been helpful in coming out for shift meetings.

He said that it was previously mentioned that Flagstaff sits in the middle of the largest forest in the world. The risk is when they take down an old one-story building and put in high density, whether it is a hotel or student housing. Within the Goal matrix they have laid out a sizable gap in staffing and response.

He said that they have an incredibly busy Fire Department. He said that they have not let go of any of the traditional services such as fire inspections, code enforcement, etc. However, if they are up all night going to ambulance and emergency calls, it is difficult to deal with being proactive.

Staff was asked to provide some statistics that tell the story, such as how many employees they have had in the last five years, calls for service and how it has changed over time, what percentage of the general fund is spent on Police and Fire and how that has changed over the years. They were also asked to include a map of calls showing geographically where the calls are coming from.

Comments from Council included:

- What was being done with the funds left over from the officers not received with the grant?
- Is there a policy that requires some of the larger developments, such as the Hub and Fremont Station, to provide their own security or public safety on staff 24/7?

Mr. Copley said that when they need a rezone or Conditional Use Permit there is more of an opportunity to ask for those types of things, but it is in the best interest of the HOH to have some types of security and management on scene.

Communications Manager Jessica Drum continued the presentation:

#### COMMUNITY OUTREACH

Objectives

New Investments

Highlights and Accomplishments

Comments from Council included:

- Who was funding the Clean Team? Ms. Hansen responded that the City contributes \$45,000 and the County is matching. She would be glad to get an update.
- How many people watch the Council meetings? Ms. Drum said that she did not have that number but would get it for Council.
- Has heard feedback that when they take business on the road there is no access for viewing. IT Director Ladd Vagen said that in this coming budget they will be proposing a mobile streaming service.
- Wanted to thank Ralph at the CVB for their work on the Winter Recreation Map and for being so responsive.
- Still interested in closed captioning the meeting streaming. Mr. Vagen said that they will be addressing that in February as well.
- They have been doing a great job in this area.
- The Neighborhood Services web page is not enough for a city their size.
- A lot of questions seem to be related to neighborhood services and they do not have a position or department. Mr. Copley noted that with the City they have had some preliminary discussions with the Planning Director and others about what the future looks like in this regard. Similar to the sustainability discussion, staff will discuss it and bring back some options if they have budget implications.
- Functionality of the website is not always intuitive for the public.
- There are a lot of links that are not current.

A break was taken from 2:19 p.m. to 2:30 p.m.

Mr. Copley then came forward to continue the presentation:

**TOWN AND GOWN**

Objectives

New Investments

Highlights and Accomplishments

Comments from Council included:

- It was mentioned in the other section that they need to address the impact of growth at NAU and that should be part of the agenda with President Cheng on 1/23/18.
- Happy with the progress made in improving communication with the President and Administration.
- 25% of NAU is impacted by the Rio de Flag.

Mayor Evans noted that this morning she talked with Mayor Rothchild in Tucson, and they had a discussion about the different needs in the three cities that have universities.

Code Compliance Manager Reggie Eccleston continued the presentation:

**CODE COMPLIANCE**

Objectives

New Investments

Highlights and Accomplishments

Mr. Eccleston said that they have three full-time staff members.

Comments from Council included:

- Feel they need to do more to address graffiti.
- Appreciate the Graffiti Busters, but do not believe the graffiti ordinance is strong enough.
- Need to consider having a location in town open to graffiti. Mr. Eccleston said that they have been working with County Adult Probation and they are trying to find locations and artists.

Mr. Copley said that the van they have was donated a long time ago. It may be that the City has matured to a point where they need to be more dedicated. He said that he thinks they will see a theme throughout this upcoming budget.

Mr. Copley said that staff would get the list out to Council before the next meeting.

**4. Adjournment**

The Budget Retreat of the Flagstaff City Council held December 19, 2017, adjourned at 3:00 p.m.

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MAYOR

ATTEST:

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CITY CLERK



CITY COUNCIL REGULAR MEETING  
TUESDAY, JANUARY 2, 2018  
CITY HALL COUNCIL CHAMBERS  
211 WEST ASPEN  
4:30 P.M. AND 6:00 P.M.

## **MINUTES**

### **1. CALL TO ORDER**

Mayor Evans called the Regular Meeting of the Flagstaff City Council held January 2, 2018, to order 4:30 p.m.

### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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

### **2. ROLL CALL**

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

PRESENT:

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD (arrived at 4:33 p.m.)  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

ABSENT:

NONE

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

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

Councilmember McCarthy led the audience and City Council in the Pledge of Allegiance and Vice Mayor Whelan 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 for all.*

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

- A. Consideration and Approval of Minutes:** Special Meeting (Executive Session) of December 19, 2017; and City Council Regular Meeting of December 19, 2017.

Councilmember McCarthy noted that Item 13-B on the December 19, 2017, Council Meeting minutes did not show the vote for reading the ordinance and its adoption, and he had already given that correction to the City Clerk.

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Jim McCarthy to approve the minutes of the Special Meeting (Executive Session) of December 19, 2017; and City Council Regular Meeting of December 19, 2017 (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. 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.*

Community Design and Redevelopment Manager Karl Eberhard came forward and introduced John Portillo, the City's new Parking Manager. He said that he has been with the City for two weeks and came from the National Parks Service in a law enforcement role. Mr. Portillo said that it has been a pleasure for the past two weeks.

**6. PROCLAMATIONS AND RECOGNITIONS****7. ROUTINE ITEMS**

- A. Consideration and Adoption of Ordinance No. 2018-02:** An ordinance of the Flagstaff City Council formally accepting specific real property interests and establishing an effective date. **(Acceptance of real property)**

**Moved by** Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-02 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

**AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL FORMALLY ACCEPTING  
SPECIFIC REAL PROPERTY INTERESTS AND ESTABLISHING AN EFFECTIVE DATE**

**Moved by** Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to adopt Ordinance No. 2018-02.

**Vote:** 7 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2018-06:** An ordinance of the Flagstaff City Council authorizing the sale or lease of City Property for Affordable Housing and establishing an effective date.

Michael Macauley addressed the Council stating that he was opposed to this property being affordable housing. He had requested information on this item and was sent the staff summary which included nothing about Buffalo Park.

Councilmember McCarthy said that he believed there was a misunderstanding of the relationship between this property and Buffalo Park.

Councilmember Barotz noted that this property was not involved in the original Buffalo Park or Buffalo Park Annex.

Housing Director Sarah Darr, filling in for Real Estate Manager Charity Lee, referred to the map provided by Ms. Lee which showed the property was not part of Buffalo Park. She said that before they ever put this property out, even back in 2008, staff researched to make sure that it was free of any encumbrances.

**Moved by** Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-06 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SALE OR LEASE OF CITY PROPERTY FOR AFFORDABLE HOUSING AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to adopt Ordinance No. 2018-06.

**Vote:** 7 - 0 - Unanimously

- C. Consideration and Adoption of Ordinance No. 2018-03:** An ordinance of the City Council of the City of Flagstaff, Arizona, to abandon a waterline easement recorded in the records of the Coconino County, Arizona, Docket 172, Pages 385-386, which crosses under and over a property located at 3735 N. Kaspar Drive, and to record a new waterline easement at the property, and establishing an effective date. ***(Abandonment of waterline easement, and recording corrected waterline easement )***

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2018-03 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, TO ABANDON A WATER LINE EASEMENT RECORDED IN THE RECORDS OF COCONINO COUNTY, ARIZONA, DOCKET 172, PAGES 385-386 WHICH CROSSES UNDER AND OVER A PROPERTY LOCATED AT 3735 N. KASPAR DRIVE, AND TO RECORD A NEW WATERLINE EASEMENT AT THE PROPERTY, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2018-03.

**Vote:** 7 - 0 - Unanimously

- D. **Consideration and Approval of Amendment Two, Lease Agreement:** Between the City of Flagstaff and Theatrikos, Inc. (***Lease of City building for theater***).

City Manager Josh Copley stated that he had removed this item from the agenda.

- E. **Consideration and Approval of Final Plat** Request from Miramonte Arizona, LLC for Final Plat approval for Miramonte @ Dale Avenue Condominiums, a 12-unit residential condominium subdivision on a .31-acre site in the T4N.1 transect zone.

Planning Development Manager Elaine Averitt said that the Council had approved the preliminary plat for this development on November 7, 2017, and nothing had changed.

**Moved by** Councilmember Charlie Odegaard, **seconded by** Councilmember Eva Putzova to approve the final plat and authorize the Mayor to sign both the final plat and City/Subdivider Agreement when notified by staff that the documents are ready for recordation.

**Vote:** 7 - 0 - Unanimously

- F. **Consideration and Adoption of Ordinance No. 2018-04:** Ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 0.86 acres of real property generally located at 1700 E Sixth Avenue from Public Facility (PF) to Medium Density Residential (MR) with conditions; providing for severability, and establishing an effective date. (***1700 E Sixth Avenue Concept Zoning Map Amendment***)

Planning Development Manager Alexandra Pucciarelli said that prior to the holidays Ms. Antol had presented this ordinance to the Council, and she had no further presentation, but was glad to answer any questions.

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Eva Putzova to read Ordinance No. 2018-04 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.86 ACRES OF REAL PROPERTY LOCATED AT 1700 E SIXTH AVENUE, FROM PUBLIC FACILITY ("PF") TO MEDIUM DENSITY RESIDENTIAL ("MR"); PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Vice Mayor Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2018-04.

**Vote:** 7 - 0 - Unanimously

- G. Consideration and Adoption of Ordinance No. 2018-05:** Ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 1.38 acres of real property generally located at 3050 N West Street from Public Facility (PF) to Medium Density Residential (MR) with conditions; providing for severability, and establishing an effective date. ***(3050 N West Street Concept Zoning Map Amendment)***

The following individual addressed the Council regarding this item:

•Nina Swidler

Comments included:

- The development plans that were previously presented by staff in various presentations have changed.
- She is not sure of what the development consists of.
- This property is a gateway into their neighborhood; concerned that in the future surrounding property will be added to affordable housing
- She is a professional archeologist and this property has a presence of archeological significance
- With federal funds involved this property would be subject to review under NEPA

Ms. Darr said that the Low Income Housing Tax Credit opportunity does require environmental review and compliance, but that burden is borne by the applicant, who would be the developer; it is separate from the City review.

Councilmember Barotz said that the only action they are considering right now is the rezoning. There is no money involved. As one member of the Council she wants those in the audience to understand that they are not trying to "pull the wool over anyone's eyes." A rezoning action does not trigger these environmental reviews.

Ms. Pucciarelli added that as a result of the Planning and Zoning Commission discussion, they added a condition of approval that all historical and archeological assessments, up to and include a 106 Report, would be required to comply with all state and federal regulations.

Ms. Antol noted that staff provided a conceptual plan to the neighborhood to show what might be developed. She said that at the last hearing and at the Planning and Zoning Commission meeting the initial concept plan had about 18 units. There is a total of 28 units that could go on the property, as long as they meet the parking requirements, and those requirements cannot be firm until they know how many bedrooms there will be. She added that this will come back to Council again.

Councilmember Barotz noted that most commonly when a piece of property is rezoned, it is not the City rezoning land; it is the developer coming in with a contingency in the closing and they show the City a concept plan. In this case the City is requesting the zoning, but it is being developed separately. It is not that common.

More comments were received from the following:

- Dennis Rouston
- John Paul Roccaforte
- Lisa Machina

Comments included:

- Part of Shadow Mountain Block Watch, 50-150 people in the neighborhood
- When they first got started it was posted on Facebook and the general consensus was 80% was for it--20% was against it.
- They went to the first meeting and saw they could have 50 people or more living in the parcel; they were concerned with overcrowding causing overflow into their neighborhood
- Can the Council guarantee they will build what they say they are going to build
- Facebook had a lot of comments, and someone said that it was going to be a homeless shelter
- Concerned with density on the parcel and parking overflowing to Safeway or on Grandview
- Does not want it rezoned
- It is the City's property--the citizens' property
- Plan is to rezone it and gift it to a wealthy developer
- They do need affordable housing, but should be locations that work
- Concerned about the timing; had a meeting in October where citizens said to make it a park. Between Thanksgiving and Christmas, not enough time for Council to assess how this will impact the surrounding community.

Ms. Pucciarelli said that in order to achieve the rezoning, the conditions must be met. If the developer came in with a site plan application showing something other than what was approved in concept zoning, it would not get staff approval.

Planning Director Dan Folke said that the City is the property owner and the site plan must come back to the Council. It will have architectural elevations, show where parking is, spaces, landscaping, etc. If it is not to the Council's satisfaction they can deny.

Ms. Darr said that running concurrently to this process is the Request for Proposal (RFP) process, identifying a successful proposer and negotiating to bring to the Council the sale or lease of property, the details of which would be in that agreement. She said that tonight is the first time she has heard the rumor of a homeless shelter. The RFP requested rental housing for low to moderate income, below the 80% of medium income.

Ms. Antol said that the Council could condition it specifically to be only multifamily and exclude development of a homeless shelter.

Councilmember Barotz clarified that they would not be gifting the property as they cannot do that unless they receive something in exchange. This would either be a lease or sale of the land.

Mayor said that October was just mentioned as the beginning of the process. She asked staff to review the timeline of this project.

The following individuals spoke in support of the proposed zoning amendment:

- Moses Milazzo
- Tad Moore

Comments included:

- Long-time resident; very much for the rezoning and is disappointed that it is limited to two stories
- He grew up in extreme poverty; went to school to be able to do better
- It is a travesty that they still have 800 families waiting for affordable housing
- They should do this project and as many others as possible
- Grew up in Siler Homes; is a product of affordable housing program
- Now a real estate agent
- There is a disconnect between the logistics and the names and faces of the people needing this
- He feels this would have no bearing on his property value; concerned that people will continue to leave Flagstaff because they cannot afford to live here
- There is a misconception; these are people that are cooks, electricians, EMT's, nurses, teachers, etc.
- Many living in homeless shelters actually are employed

Ms. Darr then reviewed the timeline of the project:

02/2017 Staff received general direction from Council

05/2017 Staff brought options forward; Council held work sessions on the disposition of these two parcels and one at Schultz Pass

06/2017 Council held a work session to discuss three parcels

07/2017 Council held a special meeting re citizens' petition - Schultz parcel was removed and Lonetree parcel was added

08/2017 Published the RFP

09/2017 Staff came to Council asking for Council's direction for concept zoning

10/2017 Held two neighborhood meetings at Hal Jensen Recreation Center

Ms. Antol explained that they incentivize affordable housing projects that meet certain criteria. They receive a density bonus. In this case, while it can get up to 28 units, there is also special parking standards for affordable housing units that are slightly different than the market rate. These projects are locking themselves into a Development Agreement, in this case an RFP, and is going to provide a housing stock for a portion of the population that is hard to serve.

Councilmember Barotz asked if it would not be better for the developer to know now if the Council did not want 28 units. Ms. Antol said that they could do that; however, they do not want to hamper creative design. There are unknowns there, but it is entirely up to the Council.

Councilmember Barotz thanked the two gentlemen who came forward in support. She said that she feels sad about this problem. It has become apparent that there are a lot of people that seem to care about those unable to find affordable housing, but they do not want them located around them. This also happened with the Schultz property. She said that she hears what they are saying, but she also feels strongly that they need to do more. She said that she will support this. They have worked hard to clarify the issues and this is just the beginning of the project.

A written comment card opposed to the rezoning on West Street was also submitted by Piero De Simone.

**Moved by** Councilmember Eva Putzova, **seconded by** Councilmember Jim McCarthy to read ordinance No. 2018-05 by title only for the final time.

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to amend the motion to include a stipulation that the property will be limited to multifamily housing and shall not be used for a homeless shelter.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.38 ACRES OF REAL PROPERTY LOCATED AT 3050 N WEST STREET, FROM PUBLIC FACILITY ("PF") TO MEDIUM DENSITY RESIDENTIAL ("MR"); PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE*

Motion to adopt Ordinance No. 2018-05 as amended.

**Vote:** 7 - 0 - Unanimously

### **RECESS**

The 4:30 p.m. portion of the Regular Meeting of January 2, 2018, recessed at 5:41 p.m.

### **6:00 P.M. MEETING**

### **RECONVENE**

Mayor Evans reconvened the Regular Meeting of January 2, 2018, at 6:03 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).*

### **8. ROLL CALL**

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

PRESENT:

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

ABSENT:

NONE



Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

**9. PUBLIC PARTICIPATION**

John Viktora addressed the Council about indigenous people, noting that the IHS in the United States spends \$1,300 per person per year, while the Federal government spends \$7,000 per person in the prison system.

Terry O'Neal addressed the Council on a number of items including: the Christmas tree on Fourth Street looks great; resolutions supporting or opposing issues--he is all about free speech, and he hopes someone in Washington is listening. He suggested they start a guest worker program and make the City identification cards useful by allowing it to be used with the I-9.

**10. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**

**11. REGULAR AGENDA**

**A. State Legislative Update by State Lobbyist**

Richard Travis with TriAdvocates, the City's state lobbyist, reported that the Arizona State Legislature starts on January 8, 2018, and the Council's visit to meet with the Legislature is scheduled for January 10, 2018. So far they have meetings scheduled with Arizona Department of Transportation, Liquor Department, Water Resources, Speaker, Democratic Leadership. He would have the final schedule on Thursday or Friday of this week and they would receive biographies of everyone with whom they are meeting.

He said that HB2032 has been pre-filed by Jay Lawrence, which requires candidates for municipal elections to have their party declared on their filed paperwork. He said that these bills have been brought up in the past and the arguments have been for transparency as a lot of voters want to know, but they have been beaten back through the guise of local control in letting a city/town determine how to run their elections. He said that they would ask what problem the Legislature is trying to solve. He did not think this would be the last such bill dealing with municipal elections.

Councilmember Barotz said that she did look at the language and it seems to say they have to declare their party affiliation. She asked if that would prohibit those without a party affiliation from being able to run. Mr. Travis replied that it is probably a question that will be raised in the Rules Committee which will look at Constitutionality and proper form. The fact that one-third of the state is independent, which is not an official party, raises that question.

**B. Executive Leadership Housing Roundtable Update**

Mr. Copley came forward to explain that this item has been a long time in coming, and they are not done yet. They are at the beginning of the process. He said that back in April of 2015, before he was City Manager, the Council had given direction to staff to receive more information to better understand what the unique challenges were being faced by employees at the large employers in town, and asked that a community get-together take place for collaboration to find some solutions.

It took awhile to be able to get all of the CEO's in one room at the same time. At their first

meeting they concluded that there was a problem and they worked with ECoNA to have a study performed. What Mr. Stigmon will be presenting this evening is the results of that study.

John Stigmon, ECoNA representative, stated that the study was done by Werwath Associates and they all thanked the City for their support. He then gave a PowerPoint presentation, attached hereto and made a part hereof as Exhibit A.

Councilmember Overton said that there is a lot of data and they have a lot of questions, particularly with regard to the urban growth boundary and their community members living outside of it not having access to utilities, transit, etc. He asked if they got into that issue much. Mr. Stigmon said that one of the members, Winslow, has been working with ECoNA and NAIPTA to get connectivity there with a bus in the morning and evening. Also, he said, they have a lot of employees living north of Williams. He said that they have been working with the County regarding Bellemont, but it is hard to follow the data in the rural areas.

Mr. Stigmon said that the City has 700 acres of available for development. They have not yet done a study on available land in the County, but they are getting there.

Councilmember Putzova said that the results of the study are not surprising. She said that it was the most comprehensive housing study that she has seen. What she would like to hear more about are the solutions that the employers are developing. Mr. Stigmon said that they have not gotten there yet. Their next step is getting names of who may be in the roundtable to brainstorm on solutions.

Vice Mayor Whelan thanked everyone for their work on this, but she thought it was important that they not study the issue to death. She has some reservation with another committee being formed. In looking at the Key Recommendations, she would like to see a Plan of Action.

Mr. Stigmon said that they are done studying. Having a discussion with the Council is different than meeting with the City Manager as the Council members are policy decision makers.

Mr. Copley said that it was important to note that there has been progress in moving some of the items on Pages 5-6 forward. It does not mean they are there yet, but they are already working on some. The City has been working on developing a High Occupancy Housing Plan and the City is one of the large employers that is leading the way with homeowner assistance.

Councilmember McCarthy said that he has had some informal discussions with the staff in Community Development and they have some ideas. He asked if anyone from that division was involved. Mr. Stigmon said that they are not at this point.

Councilmember McCarthy said that he would be interested in mechanisms where the City provides infrastructure for developers to build smaller houses that are more affordable.

Councilmember Odegaard thanked Mr. Stigmon for his report, noting that a 49% response rate in the survey was incredible. It shows how passionate the community is with this issue and how important it was to get Timber Sky moving forward.

Councilmember Barotz said that they are going to be challenged with competing values--the Zoning Code versus resource protection. She believed that they should give direction to staff

to bring back a suite of strategies to achieve their policy decisions.

Mr. Copley said that they recognize that the low income tax credit by itself is going to be insufficient; that is just one tool, and it cannot be the only tool. He said that the policy discussion will revolve around how they fund these projects.

Mayor Evans said that the community conversation needs to happen soon. They need to define what is affordable housing and what it looks like. She said that there is a misconception in their community of affordable housing. She said that there are builders building homes. They need to identify those builders that will build what they need, and help speed up those efforts.

Councilmember Putzova said that this has been emphasizing home ownership, but the reality is that 1 in 5 households have very low income so many people will not qualify to get a mortgage even if it is "affordable." She does not want them to lose sight of the fact that they still have to find ways to provide affordable rentals as well. Mr. Stigmon said that he agreed. He added that the rental market is going to go down with all of the student housing coming in.

Mayor Evans said that NAU is increasing the number of upper classmates. If they are successful, they are going to see more students out in the community looking for other rentals. That is the part that is hidden in the conversation.

Councilmember McCarthy said that it was a good report and asked for a copy of the PowerPoint presentation.

## 12. **DISCUSSION ITEMS**

- A. **Discussion:** A request by Councilmember Putzova to place on a future agenda declaring the Mayor and Council's opposition to the proposed construction of the border wall along the US/Mexico border in response to President Trump's Executive Order 13767.

The following individuals addressed the Council regarding this issue:

- Dr. Robert Neustadt with NAU, representing Keep Flagstaff Together
- Gioia Woods, Associate Professor at NAU, Senate President Faculty, but speaking as a private citizen

Comments received included:

- He has been teaching courses since 2010. A lot of people do not realize the US already has 700 miles of wall and vehicle barriers, started in 1993.
- They have spent \$3 billion on that infrastructure and President Trump's extension of the existing wall is estimated at \$24-\$25 billion in construction costs.
- The border wall they already have will be grossly aggravated by an extension and have an extreme environmental impact. There are 33 endangered species living there and because they are blocked from the traditional corridors biologists say they will become extinct from the plant.
- There is also a passive cultural impact to the T'ohono O'odham Reservation which is split into two by the border. It is the second largest reservation in the country and spans both sides of the border.
- The wall and border militarization has already caused over 7,000 deaths, and those are just

the deaths of the human remains that have been found.

- Experts say that the number is from two to tens times that number. He then shared stories of those that have lost their lives trying to get across the border.
- Urging the Council to support the resolution
- Stand on the side of justice
- NAU has passed unanimously two recent resolutions similar to this affirming their inclusiveness and opening their educational borders to all residents of Arizona

Councilmember McCarthy said that there seem to be two issues--1) should they build a wall? and 2) immigration or visitor shift allowance across the border. He said that generally he is supportive of this, and was very aware of the environmental damage it causes. He did have concerns with one of the enactments, that being the boycott of businesses that have anything to do with the wall. Additionally, he suggested that the second enactment read, "to the best of its ability."

Councilmember Putzova said that they do not want to do business with companies that profit from human suffering.

Mr. Solomon explained that tonight was the opportunity to discuss the merits of the resolution and determine if there was a majority Council that would like to have a resolution brought back for action. He said that his department has not yet reviewed the wording of the resolution.

Vice Mayor Whelan said that she needs further understanding of how they are able to say they will not do business with any company that participates in building the wall. Mr. Copley said that it may be a possible debarment under the procurement standards, but they have not looked at this from a procurement or grants perspective. If four Councilmembers agree to bring it back, then staff will spend further time researching those issues.

Further discussion was held on what language would be included.

Mayor Evans said that she grew up in the 1980's and remembers how the world celebrated when the Berlin Wall came down. She had the opportunity recently to go to Mexico, through the Sonoran Arizona Partnership, to discuss economic trade and development through the region. She was able to see the wall there and had a conversation, and read about, the tribe. She would like to have this looked at legally and move it forward.

Councilmember Putzova said that she had some wording changes that she would send electronically. She said that in a resolution they can express their desire to do something even if it is difficult to do it legally. Mr. Solomon said that he wants to make sure it will not impede anything in the way of federal funding.

A majority of Council supported moving this item forward. Councilmember Overton said that he realizes that he is one member, but when he looks at the federal funding, he is 100% not in support of moving this forward. They have significant challenges in Flagstaff. He understand they have an impassioned plea, but this is not in the best interest of the City.

Councilmember Odegard said that every resolution that has come forward has had a pretty eminent impact on the City, except for this one. To him, the test is not there. He is concerned with them getting bogged down with resolutions that do not impact their sphere.

**13. COUNCIL LIAISON REPORTS**

Councilmember Barotz reported on the FMPO Executive Board, stating that they have been working incredibly hard and formed several subcommittees, moving it into a new place. They have another year left to accomplish major objectives. She said that FMPO will benefit the transportation planning and transportation projects in the City. Historically, the organization has not been the most highly performing, but they have made a commitment to do so.

**14. FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement by two members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition requesting that the Council pass a resolution supporting the impeachment of President Donald Trump.

The following individuals spoke in support of passing a resolution:

- Jeffrey Nickell
- John Viktora

Comments received included:

- They have been going around the country and meeting with councils that are passing resolutions supporting the impeachment articles.
- They would like to see Flagstaff join the efforts of other communities such as Los Angeles, Richmond, Alexandria, etc.
- You know how he talks about women and North Korea
- His response is of someone whose only tool is a hammer and the whole world is a nail

Written comment cards in support of the resolution were received from:

- Jeff Nickell

The following individuals spoke in opposition to passing a resolution:

- Merle Henderson

Comments received included:

- The solution is Constitutionalism; the humanitarian resolve found in the Constitution
- The Constitution is as relevant today as it was at time of origin
- Peace, Opportunity and Freedom* are the three words that form the basis of the republic.
- The test of time has proven that their republic works
- With the election of Donald J. Trump, they went to the polls to elect the individual with the least baggage
- His capacity of bringing people together is indicated by his success in business and family, and speaking with foreign leaders
- He also inherited a stronger than predicted element of corruption associated with Democrats and Republicans alike

Written comment cards opposing the resolution were submitted by:

- Steven Harris
- Karen Henderson
- Joan Harris

Mayor Evans said that she wanted to remind everyone that this was not something that the Council brought forward; it was a citizens' petition, which requires action by the Council within 30 days according to the Charter.

She said that it is something she has been thinking about over the Christmas break. People know she has a strong opinion, but she is really looking at this from the role as Mayor more than ever before, over her personal feelings. She said that the current presidency has created a divisive situation, even in Flagstaff. Some support him and some do not. She was very appreciative of the petition being brought forward as it represents a certain feeling. She also wants to look at it from the standpoint of the City.

One concern is that two weeks ago the majority of Council said to send her back to Washington D.C. to continue to request funding for the Rio de Flag, which they would be asking to place in the President's budget, trying to get in the O&M Budget. She said that it is clear what her personal opinions are, but she thinks that this decision really needs to be looked at as the City as a whole.

She said that unfortunately they have to live in fear that they may lose funding, but it is a reality that they need to consider. They are looking for federal funding for housing, a Veterans Home, the Rio de Flag. She said that she has been in support of every resolution coming forward, but she cannot support this one because of the serious negative ramifications.

Councilmember Putzova asked how many times the Flagstaff residents have come to the council asking them to support such a resolution. They found the situation so dire, that they did. She would like to have another conversation and not dismiss the item completely.

Councilmember Odegaard said that he is not in support of the resolution. It is very partisan, and it troubles him that there are legislators in the Valley that want the city elections to become partisan.

Councilmember McCarthy said that he did not support the resolution. It is obvious that a demagogue is not suitable to serve as President, but it is not necessary for the Council to state the obvious.

There was not enough support to move this item forward.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda a discussion about facilitating a roundtable discussion with individuals who work in the Grand Canyon to discuss challenges and how the City could be more helpful.

Mayor Evans said that this request stemmed from the conversation they had previously about the park fees increasing at the Grand Canyon and their limiting the number of backpackers. She would like for them to have a work session, or a conversation, to discuss the issues further. She said that at least once a year there seems to be an issue related to the Grand Canyon.

Their being further support, this item will be brought back for further discussion.

- C. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to place on a future agenda a discussion about comprehensively looking across policies, services, law enforcement practices and relationships regarding LGBTQ equality.

Councilmember Putzova said that a few months ago the Human Rights Campaign Foundation score card came out that looked at the equality in number of areas related to the City's influence. She was always under the impression that the City was pretty equal, or a leader, and was surprised by the low ranking. She would like them to have a greater discussion, to review the spectrum of policies and actions that the Council can take to improve equality, using the scorecard as a guide.

Mr. Copley said that every year the score card is sent to cities like Flagstaff. For the last two years the City has appealed their numbers and over those two years they have increased the numbers.

There was support to move this forward to a future agenda for discussion.

**15. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

Councilmember Odegaard thanked those colleagues that joined him at People's Pantry, adding that it was a very pleasant and informative experience.

He also reported that he attended the Stewart Memorial.

Councilmember Putzova said that they have talked a lot about the water policy discussion, and she has a meeting scheduled with the Water Department.

Mr. Putzova noted that there are a number of FAR items on the Working Calendar and he is hoping to get through all of the FARS before summer break.

Vice Mayor Whelan said that in look through the calendar, there are some items she would like to drop. Mr. Copley said that he would need to confer with the Legal Department since these items have already received two votes to move it forward. He said that there needs to be a mechanism for dropping items.

Councilmember Odegaard also stated that next week is the Council Legislative Trip on January 10, 2018, and the community is looking to them. He hoped that all of the Council could attend.

Mayor Evans reported that she and the Vice Mayor attended the annual Pine Cone Drop at the Weatherford. She said that she met people from New York and a lot of people from the Valley. She said "hats off" to Sam and Henry who helped establish a great Flagstaff tradition. She also thanked the Police Department, Fire, and Public Works, and everyone involved in the event.

**16. ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held January 2, 2018, adjourned at 8:31 p.m.

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MAYOR

ATTEST:

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CITY CLERK

**CERTIFICATION**

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 January 2, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 16th day of January, 2018.

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CITY CLERK



SPECIAL MEETING (EXECUTIVE SESSION)  
TUESDAY, JANUARY 9, 2018  
STAFF CONFERENCE ROOM - SECOND FLOOR  
FLAGSTAFF CITY HALL  
211 WEST ASPEN AVENUE  
4:00 P.M.

**1. Call to Order**

Mayor Evans called the Special Meeting (Executive Session) of January 9, 2018, to order at 4:00 p.m.

**2. Roll Call**

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

**PRESENT:**

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY  
COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

**ABSENT:**

NONE

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

**3. Recess into Executive Session.**

**Moved by** Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

**4. Executive Session:**

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

- 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 A.R.S. §38-431.03(A)(3) and (4), respectively.
- i. IGA with Library District **and joining the Library District.\***

- B. 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. Navajo Hopi Settlement Implementation Act.\***

**5. Adjournment**

The Flagstaff City Council reconvened into Open Session at 4:48 p.m. at which time the Special Meeting (Executive Session) of January 9, 2018, adjourned.

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MAYOR

ATTEST:

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CITY CLERK

## 7. A.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Irene Hunkler, 911 Communications Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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#### TITLE:

**Consideration and approval of Agreement:** Managed Services Agreement with CenturyLink for 9-1-1 Services.

#### STAFF RECOMMENDED ACTION:

Approve the Century Link 9-1-1 Managed Services Agreement in the amount of \$1,210,727.00 to be paid by the State of Arizona with 9-1-1 funds.

#### Executive Summary:

The Flagstaff 9-1-1 Center operated by the Police Department is the Public Safety Answering Point (PSAP) for the greater Flagstaff area. The State 9-1-1 Office is in the process of upgrading state wide PSAP's to the next generation 9-1-1 (NG9-1-1) platform. This agreement will allow CenturyLink to do the upgrade.

Implementing NG9-1-1 Network Managed Services will enable our PSAP to migrate to NG9-1-1 ready call-handling systems and a full feature Emergency Services IP Network (ESInet). This will open the door to future possibilities of text to 9-1-1, pictures, and video capabilities.

The only risk to the City is that the state could sweep the 9-1-1 funds and the City of Flagstaff could then be responsible to pay any outstanding balances to CenturyLink under this agreement, thus the reason this agreement must be approved by City Council. If there is a deficit and monies are swept from the State 9-1-1 fund, available monies will be equally distributed among all the PSAP's leaving the city responsible for the remaining balance. This is true of our existing system. To our knowledge, the city has never had to pay even after monies have been swept.

To date, Arizona State 9-1-1 has completed the Managed Services upgrade to 26 out of the 50 PSAP's within the state of Arizona. The remaining 24 PSAP's will be upgraded in 2018.

#### Financial Impact:

The funding for the upgrade to the Managed Services model will cost \$1,210,727.00 over five years. The State of Arizona 9-1-1 has budgeted for this and will be paying CenturyLink monthly.

#### Policy Impact:

None

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

**Previous Council Decision on This:**

No

**Options and Alternatives:**

Approve and move forward with the upgrade to Managed Services in conjunction with the remainder of the state. The alternative is not to move to the Managed Services model, forgoing the project and remaining on our existing legacy system with call answering equipment which will require replacement in approximately four years. In the event the Emergency Telecommunication Services funds are not available for equipment replacement at that time, the cost of equipment replacement could be the sole financial responsibility of the City of Flagstaff.

**Background/History:**

The State 9-1-1 Office funds all existing 9-1-1 services and equipment for all PSAP's and is also trying to upgrade all PSAP's to an NG911 network. In 2014, the State 9-1-1 Office undertook an NG911 trial deployment that was very successful, but due to the high on-going costs and limited funding, the deployments were suspended. Reviewing cost estimates to transition to an NG911 digital network, and continuing to support equipment upgrades and maintenance, the State 9-1-1 Office was tasked with coming up with a solution to the problem. The solution they identified would transition the 9-1-1 program from a capital improvement program to a Managed Services model. The Managed Services model would provide an updated NG911 network, provide new equipment and include the continued maintenance support for a five-year period at a per dispatch seat cost. During the research, the only provider that would be willing to undertake this project at the limited pricing option was CenturyLink.

All service agreement documents were reviewed (between CenturyLink and State 9-1-1) by a third-party consultant (Mission Critical Partners) and improvements were recommended to the proposed network and service agreement. In August 2016, the CenturyLink NG911 network was undertaken and completed in December 2016. The first Managed Services PSAP in Arizona was deployed in April 2017.

The State 911 Office has had sufficient funds to support the program even with the fund sweeps. Moving to Managed Services saves the state from having to make capital expenditures, allowing for a fixed rate for the inclusive package (software, equipment, software, and the network). The rate collected today at \$.20/month per wire-line and wireless access line will sufficiently fund the Managed Services for Flagstaff PD in future years. If the city opts to not move to managed services, there may not be sufficient funds for the capital expenditures in the future.

**Key Considerations:**

Implementing NG9-1-1 Network Managed Services will enable our Public Safety Answering Point (PSAP) to migrate to NG 9-1-1 ready call-handling systems and a full feature Emergency Services IP Network (ESInet). This will open the door to future possibilities of text to 9-1-1, pictures, and video capabilities. If our PSAP opts to stay on the existing network, the city could easily be responsible for replacing our own equipment in the future and would not have the advanced capabilities of the NG911 network. The existing network has been in place for approximately 20 years. It is an analog network already obsolete and will not be viable for long-range planning. If it is approved to move forward with the conversion to Managed Services, there would be no option to go back to the analog network.





Douglas A. Ducey  
Governor

Craig C. Brown  
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 401  
PHOENIX, ARIZONA 85007

(602) 542-1500

June 20, 2017

Flagstaff PD  
Attn: Irene Hunkler  
911 E Sawmill Rd  
Flagstaff, AZ 86001

Re: Funding Approval for CenturyLink 9-1-1 Managed Services Agreement

Ms. Hunkler;

The State 9-1-1 Administration Office has received a copy of the proposed Services Agreement for 9-1-1 Managed Services emailed 6/20/2017. This agreement is for a five (5) year term beginning with the Start of Service Date as determined by the agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the 9-1-1 funds. Once the invoice is received from Centurylink you must submit it to our office for direct payment to Centurylink.

| Name of PSAP | Number of Positions | Recurring Network Total | Recurring Maintenance Total | Non Recurring (One Time) |
|--------------|---------------------|-------------------------|-----------------------------|--------------------------|
| Flagstaff PD | 10                  | \$ 480,000.00           | \$ 720,000.00               | \$ 10,727.00             |

Service is for 5 years. Applicable taxes will be added and paid with State 9-1-1 funds.

Funding is **NOT** approved at this time for the following:

1. Additional cost for changes needed as a result of Regulatory Mandates
2. Termination Charges as a result of closure or consolidation of a PSAP without the need for reallocation (as determined by the State 9-1-1 Office) of previously funded positions
3. Additional positions needed after initial allocation as identified in this letter
4. Additional costs as a result of adding new features/functionality
5. Late payment fees due to untimely submittal of invoices to the State 9-1-1 office
6. Replacement needs due to customer reasons
7. Any costs associated with a PSAP move or remodel
8. Optional items in the agreement identified as "optional" and/or with additional costs

If we can be of any further assistance please contact Maria Hall at 602-771-4911.

Respectfully,

Barbara A. Jaeger, ENP  
State 9-1-1 Administrator

## CENTURYLINK® 9-1-1 AGREEMENT

This CenturyLink 9-1-1 Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc., as contracting agent on behalf of the applicable CenturyLink affiliated entities providing Services ("CenturyLink") and Flagstaff Police Department ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **January 31, 2018** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

### FLAGSTAFF POLICE DEPARTMENT

### CENTURYLINK SALES SOLUTIONS, INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed  
Manager – Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer's address for notices:

Customer's facsimile number (if applicable):

Person designated for notices:

**1. Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. Additional Service Exhibits will only be added to this Agreement by amendment during the Initial Term. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. Services are purchased under this Agreement at the rates and charges in effect at the time of the addition(s) by an Order Form signed by authorized representatives of both parties. All Services will be coterminous with the Agreement.

- **CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT**
- **CENTURYLINK NEXT GENERATION 9-1-1 SERVICE EXHIBIT**
- **CENTURYLINK AIRBUS HOSTED VESTA SERVICE EXHIBIT**
- **DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**
- **DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT**
- **CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**
- **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

**2. Term.** Customer selects the following "Initial Term" of the Agreement: 60 months; code 600055. The Agreement begins on the Effective Date and the Initial Term begins on the Start of Service Date. Renewals require a new agreement between the parties. The parties agree to negotiate a new agreement 90 days prior to the conclusion of the Term. At the end of the Initial Term, if Customer continues to use Services after the parties fail to negotiate a new Agreement, the Agreement will continue on a month to month basis ("Extension Term") until either party provides 30 calendar days' notice to terminate the Agreement and CenturyLink may increase the Service rates at the end of the Initial Term, upon at least sixty (60) calendar days prior written notice, provided that the foregoing shall not restrict any increases based on Regulatory Activity. The Initial Term and each Extension Term are referred to as the "Term."

### **3. Termination.**

**3.1 Service.** Either party may terminate an individual Service that is not purchased as part of a bundled Service offering: (a) in accordance with the individual Service Exhibit's term requirements with 60 calendar days' prior written notice to the other party (or 30 calendar days notice if during the Extension Term), or (b) for Cause. If Service is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges. "Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 calendar days after written notice (unless a different notice period is specified in this Agreement). "Convenience" means any reason other than for Cause.

**3.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 calendar days prior to the expiration of the then current Term (or 30 calendar days notice if during the Extension Term) or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the Service Exhibit or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

**3.3 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

**3.4** This Agreement is subject to cancellation for conflicts of interest under A.R.S. section 38-511.

#### **4. Rates and Charges.**

**4.1 General.** Services will receive the applicable rates specified in a Bundle Offer Attachment, Service Exhibit, Attachment to a Service Exhibit, Order Form or SOW for the duration of the Initial Term. Notwithstanding anything to the contrary in a Service Exhibit, Order Form or SOW, CenturyLink may modify rates and charges after the Initial Term if the Agreement continues on a month to month basis and Customer receives Services. CenturyLink reserves the right to revise rates if Regulatory Activity affects the cost of providing Service. CenturyLink also reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 calendar days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. Provision of Service under this Agreement may involve Independent Providers. Charges for Service only include Service provided within CenturyLink Territory up to the meet point of the Independent Provider. Other charges which involve work performed by the Independent Provider will be in addition to CenturyLink's charges and will be negotiated separately between Customer and the Independent Provider. "CenturyLink Territory" means CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. "Independent Providers" means telephone companies, Incumbent Local Exchange Carriers ("ILECs"), means Competitive Local Exchange Carriers ("CLECs"), or other communications service providers, (i.e., wireless carriers and/or interconnected VoIP providers).

**4.2 CPI Adjustment.** The PSAP will only consider a CPI adjustment when provided a detailed quote with an adjustment amount not to exceed 2% per annum or the change in CPI, whichever is less. Further, the adjustment shall only be recognized at the end of the initial five year term and shall establish the fixed rate the next five year term.

**5. Billing and Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 45 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 0.66% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. "Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. CenturyLink may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

**6. Confidentiality; Publicity.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. The parties understand and agree that subscriber information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information. Subscriber Information contains names, address and telephone numbers of telecommunication service subscribers, including published and non-listed telephone service. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services. Confidential Information may include CenturyLink end user information that consists of names, addresses and telephone numbers of telephone service subscribers of CenturyLink and of other service providers (to the extent the information has been provided to CenturyLink for inclusion in CenturyLink's 9-1-1/E9-1-1 database), including non-published and non-listed telephone service. The parties understand that the use of CenturyLink end user information involves certain duties and responsibilities imposed by law or Tariff with regard to the use and distribution of such information. CenturyLink end user information will be provided to Customer on a call-by-call basis and will be used by Customer only for the purpose of responding to 9-1-1 emergency calls. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.



## 7. Limitation of Liability.

**7.1 General.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL NOT EXCEED THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF THIS SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE PERIOD OF TIME THAT THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. This limitation of liability will not apply to Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and Cancellation Charges). IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

**7.2 Personal Injury; Death; Property Damages.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER EXCEPT IN CASES OF WANTON OR WILFUL MISCONDUCT FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

**8. No Warranties.** CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. NO GUARANTEES ARE PROVIDED FOR THIS SERVICE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

**9. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose by the State 911 Office. In the event the state 911 office is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement Customer may terminate this Agreement without incurring termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

## 10. Governing Law; Dispute Resolution.

**10.1 Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

**10.2 Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. "State" means one of the 50 states of the United States or the District of Columbia.

**10.3 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**10.4 Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**11. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR

164.502(a)(1)(iii).

## 12. Notices.

**12.1 Legal Notices.** All Legal notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**12.2 Termination Notices.** Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to Carlos Simmonds, 20 E. Thomas Rd., Phoenix, AZ 85012; e-mail: [carlos.simmonds@centurylink.com](mailto:carlos.simmonds@centurylink.com); Fax#: 602-279-5250, and mail or fax a copy to the Legal Department, as outlined in 12.1 above. Such termination is effective 30 calendar days after CenturyLink's receipt of the notice, unless a longer period is otherwise required.

**13. Installation, Maintenance and Repair.** Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form. Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**14. General.** Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. CenturyLink may change features or functions of its Services; for material changes, CenturyLink will provide 30 calendar days prior written notice, but may provide a different notice period if the change is based upon Regulatory Activity or Tariff provisions. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: Bundle Offer Attachment, Service Exhibit, the Agreement, Order Form, SOW and CenturyLink records. If Services are provided pursuant to a Tariff as described in the applicable Service Exhibit, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, Order Form, SOW and CenturyLink records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

## 15. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction, including, but not limited to, Federal Communication Commission, or State public utility commission, rules, regulations, or requirements, applicable to 9-1-1 Service Providers that increase the costs to provide services to Customers.

"SOW" means a statement of work attached hereto or referenced in this Agreement.

"Start of Service Date" means the date CenturyLink notifies Customer that a Managed ESNet Bundle to be provided under this Agreement is provisioned and ready for use by Customer. The parties will document the Start of Service Date by the Customer issuing a "Certificate of Start of Service" in the form attached to this Agreement.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

16. Both Parties hereby warrant that they will at all times during the terms of this Agreement comply with all Federal immigration laws

## CENTURYLINK® 9-1-1 AGREEMENT

applicable to their employment of their employees, and with the requirements of A.R.S. Sections 23-214 and 41-4401 (together the State and Federal Immigration Laws.) A breach of the foregoing warranty shall be deemed a material breach of the Agreement, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor, subcontractor, or employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with State and Federal Immigration Laws.

17. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

**CENTURYLINK® 9-1-1 AGREEMENT**  
**CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE OFFER ATTACHMENT**

This CenturyLink Managed NG9-1-1 ESInet Bundle offer attachment ("Attachment") is subject in all respects to CenturyLink

9-1-1 Agreement ("Agreement") and applicable Service Exhibits between Customer and CenturyLink, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or other Service Exhibit.

**1. Scope.** Customer may purchase the Managed NG9-1-1 ESInet solution ("Managed ESInet Bundle") under this Attachment. "Managed ESInet Bundle" is a combination of the CenturyLink Next Generation ("NG") 9-1-1 Service, CenturyLink MPLS IQ Private Port, Local Access Service, Managed VESTA Call Handling Service, Statements of Work and Service Guides.

**2. Eligibility and Restrictions.** Customer will receive all of the applicable Service elements in the Managed ESInet Bundle by placing an Order for a 60 month Term, with the Term commencing on the Start of Service Date. The following subsections of Section 2 describe what is included and excluded from the Managed ESInet Bundle.

**2.1. CenturyLink Next Generation (Next Gen) 9-1-1 Routing Service.** "Next Gen 9-1-1 Routing Service" means a specialized managed network for processing 9-1-1 calls from both traditional voice and non-traditional voice and data networks, as further described on the CenturyLink Next Generation 9-1-1 Service Exhibit to the Agreement. The Next Gen 9-1-1 Routing Service for the Managed ESInet Bundle includes Location Data Management, 9-1-1 Routing, and i3 Routing enabled by the i3 functional elements described in Section 10.6 of the CenturyLink NG9-1-1 with Managed 9-1-1 CPE Technical Document. Next Generation 9-1-1 Routing Service requires the input of selective routing database (SRDB) updates from the database management system. The Next Generation i3 Routing Service requires the input of geospatial data from the Emergency Call Routing Function (ECRF) and routing rules from the Policy Routing Function (PRF).

**2.2 IQ MPLS Private Ports and Local Access.** CenturyLink will provide IQ MPLS Private Ports and Local Access (as described on Service Exhibits to this Agreement, and collectively "IP Connectivity") between the Next Gen 9-1-1 Routing Service and the Customer's location. All equipment related to IP Connectivity and deployed at the Customer location to support Managed ESInet Bundle will be owned and supplied by CenturyLink during the Term of the Agreement. The IP Connectivity will meet the following requirements:

- QoS IP "Backbone Prioritization" to allow the management of the prioritization of 9-1-1 voice/data/OAM network traffic.
- Industry standard P.01 grade of service. CenturyLink will apply the P.01 standard over the supplied IP Connectivity.
- CenturyLink will provide card level mapping when orders for circuits are placed. CenturyLink will use commercially reasonable efforts to disclose any single points of failure that may exist in the IP Connectivity due to network convergence for IP Connectivity.
- Monitor and Notification. CenturyLink will monitor MPLS IQ Private Port devices 24x7x365 for up/down status and notify Customer of faults.
- Local Access Services is included, however, Local Access Services will not be provided on a redundant or diverse basis unless expressly stated in this Agreement or an Order for Service.
- IP Connectivity bandwidth for Customer will be provided to be sufficient for purposes of managing the data transport needs of customer based on the then existing Managed ESInet Bundle.
- If Customer desires to purchase additional or upgrade applications or services, CenturyLink may require that Customer purchase additional IP Connectivity in order to meet bandwidth requirements for the new applications or services.
- In certain instances, limitations of existing Local Access facilities may require upgrades to facilities into Customer's location in order to accommodate additional bandwidth. CenturyLink may require that Customer pay non-recurring special construction charges in order to upgrade facilities into Customer's location.

**2.3 Managed VESTA Call Handling Service.** The Managed VESTA Call Handling Service manages the call processing and delivery of 9-1-1 calls and ALI/ANI information to a call taker position at the Customer location in conjunction with the other Managed ESInet Bundle Services, as described on the CenturyLink Airbus Hosted Vesta Service Exhibit. The Managed VESTA Call Handling Service includes Airbus VESTA Call Handling equipment in a hosted environment, and managing core software including:

- VESTA 9-1-1 Call Handling
- VESTA Analytics MIS
- VESTA Locate Mapping
- DataSync Map Updates
- HP workstations at the PSAP

The Managed VESTA Call Handling Service will be provided during the Term that Customer purchases the Managed ESInet Bundle. CenturyLink or its vendors own all of the equipment and software related to the Managed VESTA Call Handling Service and only provides the services to customer on a licensed basis. Additional services may be provided subject to Statements of Work or Service Guides referenced in the CenturyLink Airbus Hosted Vesta Service Exhibit.

The following features and functionality being purchased by Customer as of the Effective Date of this Agreement are listed in Section 2 of the CenturyLink Airbus Hosted Vesta Service Exhibit. This Managed ESInet Bundle, as currently designed, will only deliver voice 9-1-1 requests for assistance from Wireline, Wireless, and VoIP telephone devices. Future functionality, such as, the delivery of pictures

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and video (Media Services) are not included. Text-to 911 may be available through a separate agreement, subject to CenturyLink approval. Any other services not explicitly defined in this agreement are not available.

**2.4 Network Diversity Services.** The following Network Diversity Services, as more fully described on the Domestic Network Diversity Service Exhibit, are included in the Managed ESInet Bundle:

- Domestic Private Line Diversity Service. Diverse IQ MPLS Private Port connectivity, subject to the availability of existing facilities.
- Optical Wavelength Diversity Service
- Networking Diversity Service

Local Access Diversity Service is included if Customer already has diverse Local Access Services into the Customer location as of the Effective Date of the Agreement. If Local Access Diversity Service does not currently exist at the Customer location, it may be available for Customer, subject to additional charges, including, but not limited to, special construction charges. In some instances, the Local Access Diversity Service may share common network facilities, infrastructure, or buildings with the primary circuit.

**2.5 Service Level Agreements.** The document CenturyLink NG9-1-1 with Managed 9-1-1 CPE Service Level Agreements, October 2, 2015 (the "Service Level Agreements") is attached to the Agreement and incorporated by reference. The Service Level Agreements state the goals for CenturyLink to provide and manage the Services that make up the Managed ESInet Bundle. For purposes of the Managed ESInet Bundle, the Service Level Agreements apply instead of any standard service level agreements or other SLAs that are referenced in any Service Exhibit to the Agreement for Services that are part of the Managed ESInet Bundle.

**2.6 Security.** CenturyLink will take commercially reasonable efforts to protect the Services that compromise the Managed ESInet Bundle from security threats, however, because the Services, and certain monitoring features, utilize Internet protocols, CenturyLink makes no express or implied warranty that the Services will be protected from malicious attacks, including but not limited to, denial of service attacks, trojans, viruses, worms and that other malicious attacks will never reach Customer's Services. The Managed ESInet Bundle does not include security analytics, penetration testing, compliance, mitigation or remediation unless Customer elects to purchase additional services separately, which may be available from CenturyLink subject to CenturyLink approval.

**2.7 Upgrade.** During a Service Term, Customer may upgrade its Managed ESInet Bundle ("Upgrade"), if upgrade features, functionality, or other portions of the bundle are made available by CenturyLink. An Upgrade of one portion of the Managed ESInet Bundle may require upgrades of other aspects of the bundle. CenturyLink is not required to provide any upgrades in features of functionality during the term of this Agreement, except as expressly stated in this Agreement. CenturyLink may require a revised Term with any potential Upgrades.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed ESInet Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed ESInet Bundle ordered by Customer. CenturyLink will not waive any Local Access ancillary charges, including Construction charges, as applicable. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Managed ESInet Bundle or modify an existing Managed ESInet Bundle as an Upgrade, Customer and CenturyLink must enter into a separate written amendment to this Agreement.

**3.2 Managed ESInet Bundle Pricing.** The Managed ESInet Bundle Port MRC includes the MRCs for the Managed ESInet Bundle Port that is provided as a Service during the Term. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed ESInet Bundle pricing is exclusive of, and may not be combined with any other current offers, promotions, or discounts that may apply to any portion of the bundle. After the Service Term for a Managed ESInet Bundle expires, CenturyLink may modify pricing for the Managed ESInet Bundle. Upgrades and additional Managed ESInet Bundle orders after an initial order may be subject to then-current Managed ESInet Bundle pricing or negotiated between the parties thru an amendment. Additional Services that are described in this Agreement but not included in the Managed ESInet Bundle may be purchased by Customer separately by a separate Order or by an amendment to this Agreement.

**3.3 Local Access Pricing.** Local Access rates (not included in the Bundle) are in a quote, if available.

**3.4 Upgrade NRC.** Customer must be required to pay applicable NRC's for any Upgrade.

**4. Term; Cancellation.**

**4.1 Term.** The term of an individual Managed ESInet Bundle begins on the Start of Service Date and will continue for the number of months as specified in Customer's order for a Managed ESInet Bundle ("Service Term"), per individual PSAP location. The Service Term is indicated in the quote or the pricing table in Addendum A.

**4.2** In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at the Start of Service Date, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the

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subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, termination charges may apply.

**4.3** Customer and CenturyLink agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of the Agreement. Renewals will require a new Agreement.

**4.4** Customer may enter into a new service agreement upon agreement of CenturyLink that establishes a greater available term period for the Managed ESInet Bundle without incurring non-recurring or termination charges.

**4.5 Cancellation.** Upon cancellation of a Managed ESInet Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed ESInet Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed ESInet Bundle Cancellation Charge equal to: (i) 100% of the Managed ESInet Bundle's MRC multiplied by (1) the number of 9-1-1 Call Taker Positions, and (2) the number of months remaining in the initial 60 months of the Service Term, if any; plus the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If at the time that Customer terminates 9-1-1 Call Taker Positions, CenturyLink and another PSAP execute an amendment to add the same number of 9-1-1 Call Taker Positions to the other PSAP's agreement with CenturyLink, CenturyLink will, in good faith, waive the Cancellation Charges, subject to reasonable move charges and the parties reaching a mutually acceptable amendment, which may include an extension of the term of the Agreement with the surviving PSAP. In all instances, any applicable Local Access Cancellation Charges will apply.

**5. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed ESInet Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Bundle Offer Attachment, the Service Exhibits, and the Agreement. This Attachment and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

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**ADDENDUM A**  
**CENTURYLINK MANAGED NG9-1-1 ESINET BUNDLE PRICING**

**1. Monthly Recurring Charges; Non-Recurring Charges.**

**1.1** Customer will pay the rates for all Service monthly recurring rate elements ("MRC") as shown below or as otherwise chargeable, as applicable. The amounts stated below are exclusive of Taxes, which will be separately invoiced, as applicable, for any sub-elements of the MRC, including any applicable Arizona Transaction Privilege Tax. The MRC applies to each 9-1-1 call taker position for each Customer location ("9-1-1 Call Taker Position").

| Description  | Monthly Recurring Charge (MRC)       | Nonrecurring Charge (NRC)      |
|--|--------------------------------------|--------------------------------|
| ALI, i3 Core components, IP Selective Routing and IP Transport Services (NG91-1 ESInet Service)* | \$800 per 9-1-1 Call Taker Position  | \$0                            |
| Hosted Vesta Call Handling Service   | \$1200 per 9-1-1 Call Taker Position | \$10,727 per Customer location |

**1.2 Implementation Non-Recurring Charge.** In addition to the MRC and NRC amounts above, upon receipt of Customer's Order for the Managed ESInet Bundle, CenturyLink will invoice Customer a non-recurring charge ("Implementation NRC") in the amount of \$0.00 provided the Implementation NRC has been previously satisfied under separate Agreement in Arizona. The Implementation NRC will be subject to Taxes as separately stated on the invoice, including Arizona Transaction Privilege Tax. Customer will pay the Implementation NRC, and applicable Taxes, within 60 calendar days of the invoice date. After the Start of Service Date, the Implementation NRC will become non-refundable. CenturyLink may offer the Managed ESInet Bundle to other Customers that may pay a different, reduced, or no Implementation NRC.

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Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") provides Next Generation 9-1-1 Services under the terms of this Service Exhibit. Customer represents that it is a PSAP, or an authorized agent of one or more PSAPs, and that it is authorized to subscribe to the Service and respond to public emergency calls.

**1. Definitions.**

"Agreement" means the agreement between Customer and CenturyLink that this Service Exhibit is attached to and incorporated by reference.

"ALI" means Automatic Location Identification.

"CLEC" means Competitive Local Exchange Carrier.

"Data Transport" means traditional E9-1-1 circuits used to deliver the ALI to the PSAP that are provided under the terms of a CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff"). Data Transport is not offered under this Service Exhibit.

"Independent Providers" means telephone companies, ILECs, CLECs, or other communications service providers, (i.e., wireless carriers and/or interconnected VoIP providers).

"ILEC" means Incumbent Local Exchange Carrier.

"IP" means Internet Protocol.

"MSAG" means Master Street Address Guide.

"NENA" means National Emergency Number Association.

"PSAP" means Public Safety Answering Point which is a communications facility operated on a 24-hour basis that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, notifies or dispatches public or private safety services or extends, transfers, or relays 9-1-1 calls to an appropriate public or private safety agency.

A PSAP is an agency or party authorized to receive and respond to emergency calls.

"CenturyLink Territory" means CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

"SOW" means a statement of work attached hereto or referenced in this Service Exhibit.

**2. Service Description.**

**2.1** CenturyLink will provide, and Customer will purchase, the CenturyLink Next Generation ("NG") 9-1-1 service provided under this Service Exhibit ("Service" or "NG 9-1-1 Service"). Service enables the routing of 9-1-1 dialed calls to a Customer-designated PSAP over an IP network. Service is provided as described in this Service Exhibit and in a SOW or Service Guide, if applicable. In the event of a conflict between the terms of any SOW or Service Guide and the terms of this Service Exhibit, the terms of this Service Exhibit will control. The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. PSAPs are designated by the Customer and specified in Attachment(s) to this Service Exhibit. Service includes components necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). CenturyLink does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the Customer's NG 9-1-1 and/or 9-1-1 personnel to respond to such calls. PSAP information, service locations, and addresses are shown on Attachment 1, incorporated by reference into this Service Exhibit. By checking the box below, the applicable Service Guide is incorporated into this Service Exhibit. Service Guides that are not specifically incorporated will not be considered part of this Service Exhibit.

☐ Service Guide(s) are hereby incorporated into this Service Exhibit.

- **CenturyLink / West A9-1-1 Service Guide – Routing**
- **CenturyLink / West A9-1-1 Service Guide – Location Data Management**



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**2.2** CenturyLink will not provide Service to less than an entire central office service area. Service does not include facilities provided by Independent Providers.

**2.3** Customer will use the NG 9-1-1 Service only for receiving and responding to requests for emergency assistance. Customer will be responsible for ensuring the PSAP will also use the NG 9-1-1 Service as prescribed herein. Any other use of the database will result in immediate termination of Service.

**2.4** CENTURYLINK ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM INDEPENDENT TELEPHONE COMPANIES, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

**2.5** Customer will provide an MSAG to CenturyLink for use in the database preparation. The MSAG must follow the NENA recommended United States Postal Service street name and directional addressing standard. Customer will ensure that each participating telephone service provider's records are sent electronically in the NENA format for database updates as specified by CenturyLink. CenturyLink will not deliver Service until each participating telephone service provider's records for Customer's service area match the applicable Master Street Address Guide at a rates shown below. Customer is fully responsible for correcting all erroneous records and achieving such rate.

| State   | Rate |
|---|------|
| Minnesota                                       | 98%  |
| Washington                                      | 97%  |
| Oregon  | 97%  |
| New Mexico                                      | 96%  |
| Other (within CenturyLink's 14 state territory) | 98%  |

**2.6** Customer must promptly notify CenturyLink if Customer believes that the Service is not functioning properly.

**2.7** CenturyLink will perform inspection and/or monitoring of its facilities on a routine basis, to discover errors, defects and malfunctions that might affect the Service. Customer understands and acknowledges that this inspection and monitoring may not detect all errors that may occur. Some Service-related issues may arise that impact and delay or prevent call delivery. Some Service-related issues may occur which the system will not recognize and will therefore not cause an automatic rerouting of calls to an alternate destination. Customer may authorize CenturyLink to manually implement an alternate call route as required.

**3. Term.**

**3.1** The term of this Service Exhibit will expire upon the termination of any Order under the Agreement for the Managed ESInet Bundle, as defined in the CenturyLink Managed NG9-1-1 ESInet Bundle Offer Attachment to the Agreement.

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**ATTACHMENT 1**

**PSAP INFORMATION:**

**SERVICE LOCATION:**

**BILLING NUMBER:**

The central offices and Customer PSAP locations included in this Attachment are as follows:

**Central Offices:**

|                                   |            |                              |  |            |
|-----------------------------------|------------|------------------------------|--|------------|
| <u>CENTURYLINK CENTRAL OFFICE</u> | <u>NXX</u> | <u>INDEPENDENT TELEPHONE</u> | <u>COMPANY AND/OR CLEC CENTRAL OFFICES</u> | <u>NXX</u> |
|-----------------------------------|------------|------------------------------|--|------------|

Central Office Addresses:

PSAPs:

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## 1. INTRODUCTION

A9-1-1® Routing Service (“Service”) is a fully managed solution offering emergency call delivery over a managed Internet Protocol (“IP”) network. The Service includes the following:

- West’s ESInet, provided by CenturyLink, provides a multi-layer redundant IP network architecture for high system availability.
- A9-1-1 Routing provides routing of 9-1-1 calls from both traditional and next generation voice networks.

## 2. RESPONSIBILITY MATRIX

The following matrix outlines the typical responsibilities of each party (CenturyLink, West and CUSTOMER) for the implementation and ongoing provision of the Service. Where all parties have been listed, additional detail on the responsibilities of each party is included in the Sections below.

| Task  | Responsibility   |
|---|------------------|
| <b>Project Implementation</b>   |                  |
| Project Management  | West/CenturyLink |
| TSP Communications  | West             |
| TSP Integration Architecture  | West             |
| Develop West Methods and Procedures   | West             |
| A9-1-1 Service System Architecture  | West             |
| PSAP Facilities   | CUSTOMER         |
| PSAP Facility Site Preparation (floor space, power, etc.)   | CUSTOMER         |
| PSAP Facility Site Survey   | West             |
| PSAP Configurations/Lists - Routing, Transfer, etc.   | CenturyLink/West |
| A9-1-1 Routing Selective Router Database (“SRDB”) Data  | West             |
| Non-West PSAP Equipment<br>Note: This may be legacy equipment or new equipment purchased under another CUSTOMER agreement and or non-West PSAP equipment, such as CAD system, voice recording equipment, and radio system; if applicable. | CUSTOMER         |
| Training on Service   | West             |
| End to End Testing of Service Prior to Production   | West/CenturyLink |
| Final Data Load into SRDB   | West/TSP         |
| Develop Plan and Execute Migration Testing  | West/CenturyLink |
| Production Turn-up of Service   | West/CenturyLink |
| <b>Ongoing Responsibilities</b>   |                  |
| A9-1-1 Routing Application and System Upgrades  | West             |
| A9-1-1 Routing Log storage and Backups  | West             |
| A9-1-1 Routing Metrics  | West             |
| A9-1-1 Routing Network and System Maintenance   | West             |

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| Task   | Responsibility   |
|--|------------------|
| A9-1-1 Routing Network and System Monitoring | West             |
| Maintain West Methods and Procedures         | West             |
| Problem Reporting, Triage and Resolution     | West/CenturyLink |
| TSP Communications                           | West             |

**Table 1: Responsibility Matrix**

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### **3. PROJECT IMPLEMENTATION**

#### **3.1 Overview**

CenturyLink and West's Solution Delivery approach to plan, configure, network engineer, implement, test, document, train, and support West Advanced 9-1-1 Service follows west's Solution Delivery methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint CenturyLink and West team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment. Following definition and architecture phases, the West team orders, installs, configures, tests, and trains users on CUSTOMER-facing solution components as part of solution integration and deployment effort. Following successful deployment, the maintenance phase begins. The primary goal of the lifecycle methodology is that the project aligns with overall CUSTOMER expectations, and is tailored to fit the needs of CUSTOMER. The Project Plan phases are described below.

##### **Solution Definition**

The first phase in the solution lifecycle is the Solution Definition phase, which begins with the kickoff and alignment process. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm E9-1-1 project scope, and finalize plans to expedite solution delivery plans and resources. The proposed solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning.

##### **Solution Architecture**

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with the CUSTOMER, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. Current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing philosophies and default routing rules.

Initial planning for connectivity from the telephone service providers to the Points of Interconnection ("POI") also begins in the architecture phase. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, firewalls, routers, etc.)
- IP specifications
- Telephone service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule
- Refined project plan and timeline

##### **Solution Integration**

During the Solution Integration phase, the components of the solution, including processes, applications, servers, network components, and data flow, are ordered, engineered and readied for deployment. All network, regional, data center, and CUSTOMER premises components are delivered, and the equipment rooms and other facilities are readied.

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Coordination with wireline, wireless, and VoIP telephone service providers is an essential part of this stage to plan for the Service management transition. Telephone service providers receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the POIs is engineered and ordered.

Working closely with the CUSTOMER and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation and training developers customize the user and process documents and various training courseware, if needed, to meet the needs of the CUSTOMER.

#### **Solution Deployment**

During the Solution Deployment phase, all network components and equipment connectivity is validated and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.

In preparation for deployment and in partnership with CenturyLink, the West Project Manager finalizes the cutover plan, including procedures for notification concerning schedule specifics.

Prior to the commencement of cutover, the project team members will hold a cutover meeting with CenturyLink and the CUSTOMER and the telephone service providers. The purpose of this meeting is to discuss the progress of activities and the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with the CUSTOMER, a live-traffic cutover will then commence. Once live traffic has moved to the system, the maintenance period begins.

#### **Solution Maintenance**

The Solution Maintenance phase begins once live traffic is transferred onto any part of the system. During this phase, CenturyLink and West provide ongoing tiered support services to monitor service level performance, manage help desk requests, escalate support procedures, and support the CUSTOMER to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and information requests.

### **3.2 West Project Support**

West designates a project manager to act as West's project lead and the primary interface with the CenturyLink project lead and the CUSTOMER's appointed contact for project collaboration. Project collaboration includes:

- Coordination of project kickoff meeting with CUSTOMER
- Coordination with CUSTOMER for implementation planning and design and requirements definition
- Identification and communication of key milestone dates and events for the implementation timeline
- Program tracking of the master project plan and task management of the project implementation
- Coordinate and manage all necessary CenturyLink and West resources to complete the Service deployment activities
- Work with CenturyLink and the CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase

Note: This plan is refined over the course of the project as mutually agreed by both parties.

- Appoint a CenturyLink Program Manager

Note: Following the deployment phase completion, the CenturyLink Program Manager will serve as CUSTOMER's primary point of contact for issues resolution, escalations, enhancement requests, and planning.

- Provide CUSTOMER with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list.

Note: It is the responsibility of each party to update and publish these lists on a regular basis.

### **3.3 CenturyLink Project Support**

CenturyLink designates a 9-1-1 operations contact to act as CenturyLink's project lead for the duration of the project. The CenturyLink's project lead works with the West project lead to:

- Assist with the coordination of the project kickoff meeting with West and CenturyLink technical resources;
  - Coordinate CenturyLink's technical resources for implementation planning and design and requirements definition;

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- Reporting and verify problems related to the project;
- Facilitate ongoing communications with West; and
- Assign appropriate CUSTOMER Personnel and experienced call takers at each PSAP who understand the overall impact of the transition of the 9-1-1 systems and can assist in the overall impact planning for transition activities such as testing and migration.

Note: This activity may include West and CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and services as designed for the CUSTOMER.

### **3.4 TSP Communications and Trunk Migration Plan**

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

West takes responsibility for:

- Facilitating the establishment of TSP communication guidelines with CenturyLink and the CUSTOMER;
- Adhering to these guidelines for the project implementation and Service duration;
- Working with the CenturyLink and the CUSTOMER to determine and agree on the strategy for all TSP trunk migrations;
- Establishing expectations with each TSP;
- Managing communication to the TSP for items related to Service on behalf of the CenturyLink; and
- Escalating to CenturyLink, as appropriate, regarding TSP initiatives; requesting CenturyLink intervention when necessary.

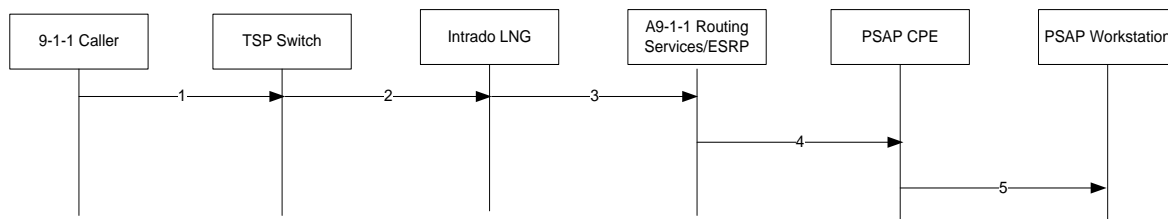
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## **4. A9-1-1 ROUTING – SERVICE DESCRIPTION**

The system supporting the Service is comprised of redundant, regionally diverse facilities that process an inbound emergency call, determine the correct PSAP according to the ESN and pre-configured routing rules, and send the call to the appropriate Hosted CPE of CUSTOMER's PSAP.

### **4.1 A9-1-1 Routing - Call Flow**

- 1) Normal Call Flow will be followed where a TSP has 9-1-1 trunks terminated at an A9-1-1 Routing POIs.
- 2) 9-1-1 call is made; call sent to TSP switch
- 3) TSP switch sends call to West Regional Gateway via West POI
- 4) West Regional Gateway sends call to Service, which determines call routing instructions
- 5) Service routes call to appropriate Hosted PSAP CPE
- 6) PSAP CPE delivers call to PSAP workstation



**Figure 1: High Level Call Flow**

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## **4.2 A9-1-1 Routing Rules**

The Service will process all inbound emergency calls based on the configured routing rules for the PSAP. The A9-1-1 Routing rules allow:

- Management of wireline, wireless, VoIP, and Telematics call types
- Identification of each end office, TSP or MSC trunk for either selective routing or trunk-only routing, based on:
  - Selective Routing: Calling party ANI, ANI match to an ESN and an Electronic Switching System Identification (“ESSID”), or PANI used to look up ANI for WRLS and VoIP calls; and
  - Trunk Only Routing: Incoming End Office trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group.

West will coordinate the data provisioning with each TSP and confirm information to support the signal provisioning for trunks incoming from the End Office or MSC to West, including the following data:

- Incoming signal type
- Call type
- Implied numbering plan administration (“NPA”), if applicable
- PANI administration, if applicable

## **4.3 TSP Trunk Migration**

West works with the ILEC to place the PSAP in-service via the ILEC’s legacy selective router and ILEC End Offices wholly contained within the PSAP’s boundaries for all traffic and in parallel works with each TSP to plan for and execute the migration of its 9-1-1 call traffic to the Service. Once the PSAP has been placed in-service on A9-1-1 Routing via aggregated traffic from the ILEC, each TSP will be requested to establish connectivity from each TSP end office (“EO”) and MSCs serving CUSTOMER’s PSAPs to at least two A9-1-1 Routing POIs. Each TSP will be responsible for the cost of ordering and maintaining required circuits to connect to the POIs such that each EO has routes to at least two POIs for diversity and redundancy. Single POI connectivity from any EO is not warranted under this contract.

Each TSP may connect to West’s A9-1-1 Routing system using any of the following interfaces:

| <b>9-1-1 Call Signaling Type</b>  | <b>Call From TSP</b> |
|-----------------------------------|----------------------|
| VoIP 9-1-1                        | X                    |
| SIP (NNI Specification)           | X                    |
| PRI/NI-2 (wireline, NCAS)         | X                    |
| Analog CAMA I+7<br>(I always = 0) | X                    |
| DS1 CAMA I+7 (I always = 0)       | X                    |
| DS1 CAMA 7 (No I digit)           | X                    |
| SS7 Wireline/NCAS (10 digits)     | X                    |

Note: An interim configuration may be required to allow TSP trunk migrations to be performed on a trunk-by-trunk basis to the A9-1-1 Routing system.

If a TSP requires an interface not included in the table above, West will use commercially reasonable efforts to include these additional interfaces.

CenturyLink and West are not responsible for any TSP charges including ILEC for 9-1-1 trunks from TSP End Offices to the A9-1-1 Routing system.

CenturyLink flat rate service fees provide for the delivery of Services for all TSP subscribers within CUSTOMER’s jurisdiction, regardless of increase or decrease in subscriber count during the Term. In the month that CUSTOMER migrates to Managed Services, CenturyLink will invoice for Managed Services and CenturyLink legacy 911 bundled tariff

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services will no longer be invoiced to CUSTOMER. CUSTOMER will continue to be responsible for any existing TSP charges related to TSP presenting the 9-1-1 call (voice and ANI) data to the A9-1-1 Routing network. CUSTOMER will also continue to be responsible for any existing charges from other 9-1-1 service providers related to 9-1-1 call transfer to PSAPs on foreign SRs, or any other services outside the scope of this Service Guide. If CUSTOMER is currently obligated to pay for TSP TN data (SOI files) and/or End Office trunks, this agreement does not eliminate that obligation.

#### **4.4 Voice and Data Transfer and Bridge Capabilities**

The Service supports the following flexible transfer and bridge capabilities:

- Selective Transfer/Bridge: The ability for the call taker to transfer an incoming 9-1-1 call to another agency by pressing a button labeled with the type of agency; e.g., "Fire," on the PSAP call-handling equipment.
- Fixed Transfer/Bridge: The ability for the call taker to use a single button on the call taker's display and transfer unit to complete either a transfer or three-way conference.
- Manual Transfer/Bridge: The ability for the call taker to complete a manual transfer.

Interconnection with the legacy 9-1-1 service provider's SRs and ALI systems will require the cooperation of such service provider. The Service assumed that all transfers will continue to be completed to agencies as currently, conducted via PSTN without ANI or ALI. If the legacy 9-1-1 service provider does not support the inter-ALI connectivity, an alternate method of call transfer processing will be required. The alternative to inter-ALI connectivity is for both West and the legacy service provider to provision TN data into their respective ALI systems. This method is also known as 'dual loading'. In using this method, the call transfer is performed (including ANI) via the interconnection between the legacy service provider and West Selective Routing solutions. ALI is provided by the 9-1-1 Service Provider for the receiving PSAP.

#### **4.5 Implementing Configurable PSAP Attributes**

West will provision the PSAP configurable attributes as requested by CUSTOMER. The CUSTOMER identifies which personnel at each of CUSTOMER's PSAPs are authorized to request PSAP configurable attribute changes.

West will configure a minimum of the following PSAP configurable attributes for each of CUSTOMER's PSAPs.

- Route Lists/Routing Rules:
  - Primary and alternate routes
  - Selective transfer star code destinations (i.e. \*11 thru\*19) for first responders, Police, Fire, and EMS
  - Fixed bridge lists (i.e. \*20 thru \*49) such as poison control or neighboring PSAPs
  - PSAP abandonment routing rules

PSAP preferred routing instructions apply to the following:

- PSAP Abandonment Routing: Specific routing instructions to be applied if the PSAP must evacuate the facility.
- PSAP Alternate Routing: Specific routing instructions to be applied as alternate location for routing if all lines to the primary PSAP are busy, or the primary PSAP is closed for a period of time. Multiple, prioritized alternate route destinations are supported.
- PSAP Default Routing: Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP if an ANI failure occurs, unintelligible digits received from end office, or other rare causes.
- PSAP Destinations and Route Lists: PSAP is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target for call routing and includes numerous prioritized alternate destinations such as:
  - PSAP served by A9-1-1 Routing
  - PSAP served by a non-West selective routing service
  - PSTN number
  - Busy
  - Treatment message



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- Tone

- PSAP Trunk Group Management: Each incoming trunk group is individually designated to carry a particular call type and/or combination of call types (wireless, wireline, VoIP, Telematics).

Note: All PSAP data is gathered during the Definition Phase of the project.

#### **4.6 Modifying Configurable PSAP Attributes**

Following production turn-up of the Service, West will complete PSAP configurable attribute changes within five Business Days of receipt of a written request (including email) from CUSTOMER or authorized CUSTOMER PSAP personnel.

All requests must be submitted to the West Project Manager for review and implementation or, following Production Turn-up, to the West Program Manager. The five Business Day timeline may be exceeded if the West Project/Program Manager determines that further discussion is needed with PSAP before implementing the changes, for example where the change is technically inadvisable or unfeasible.

For PSAP abandonment, CUSTOMER may contact the CenturyLink Network Reliability Operation Center (NROC) to engage the configured PSAP Abandonment Rules. The CenturyLink NROC will engage the PSAP Abandonment Rules within 15 minutes of receiving a PSAP abandonment request.

#### **4.7 A9-1-1 PSAP Management Portal**

The A9-1-1 PSAP Management Portal ("PMP") is a web-based tool that will provide CUSTOMER and CUSTOMER's PSAP administrators view only access to A9-1-1 Routing configurations and call activity. The PMP allows authorized users to view A9-1-1 Routing configurations for each PSAP, including call transfers, routing, and other configurations. In addition, the user may research Call Detail Records for call activity based on a specific date range. Each PSAP is accessed via a unique logon.

Currently, the PMP is accessed through West via West's Universal Portal ("IUP").

PMP can provide the following information:

- Primary Route—ESNs that route to your PSAP as Primary;
- Alternate Route—ESNs where CUSTOMER's PSAP serves as the alternate for another PSAP;
- Default Routs—End Offices that use CUSTOMER's PSAP as the default route for calls. Includes ESN, TSP, CLLI, and ESCO; and
- Abandoned Routs—abandonment Route where CUSTOMER's PSAP serves as the abandonment route for another PSAP.

#### **4.8 Split Rate Center Scenarios**

Wireline end offices where CUSTOMER PSAPs receive West's Service and some end users are served by another entity's 9-1-1 routing service are considered to be "split end offices" or "split wire centers"). The following considerations must be finalized prior to implementation of Service.

- TSP or ILEC may be requested to "sort" the 9-1-1 call traffic at the split wire center (end office) within a rate center, and directly route all 9-1-1 traffic that is destined for the CUSTOMER from the split wire center to the West A9-1-1 Routing network where the TSP or ILEC have the predominate number of subscribers in the rate center for selective routing

Note: Such capability is possible where TSPs or ILEC integrate the MSAG into the front-end service provisioning process and set appropriate attributes on each line at the end office to effectuate routing over the proper trunk group to the proper 9-1-1 routing service.

- Where West has the predominate number of subscribers in a given rate center, West may act as the aggregator of the traffic and deliver the traffic back to the ILEC.
- West will work cooperatively with the TSP and the LEC to establish call routing and call handoff arrangements.
- West will work with TSPs and LECs to resolve wire center overlap issues.

Note: West's A9-1-1 Routing implementation depends on TSP and LEC cooperation to resolve

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## 5. REPORTING TOOLS

West will provide a web-based tool, Clear View, for metrics reporting.

### 5.1 Clear View Reporting Tool

West will provide CUSTOMER with up to three Clear View Reporting tool user accounts per CUSTOMER PSAP for access to Service metrics. Clear View provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs.

West will assign each Clear View reporting tool user a unique user ID, password, and a Secure ID token ("User Account"). User Accounts may not be shared. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. User accounts, which may include a physical security device (e.g. West-issued token or card) to support two-factor authentication, may not be shared. Additional User Accounts or replacement of a misplaced security device are subject to additional Security Device fees.

West currently posts data updates to daily data sets by 9:00AM Mountain Time ("MT"), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of metrics data through the Clear View Reporting tool. CUSTOMER metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the Clear View reporting tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

### 5.2 Reports

The following are reports for the Service provided with the Clear View tool. Additionally, for any specific call, call detail is available through the West A9-1-1 PMP.

- Clear View call processing and call status reports include:
  - Event Count Reports per Hour– provides metrics for total calls in which CUSTOMER's PSAP participated by hour for a day, week or month
  - Event Count Report by Trunk Group – provides metrics for total calls in which CUSTOMER's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in
  - Event Count by Routing Reason and Destination – Indicates counts where CUSTOMER's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
  - Event Count by Type – Indicates counts by call type (wireless, wireline, VoIP) where CUSTOMER's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
  - Event Count by Incoming Trunk – Indicates the number of calls sent to CUSTOMER's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
  - Bridge Call Summary – provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
  - Routing Database Processing – provides a breakout of initial calls where CUSTOMER's PSAP was Primary by selectively routed versus default routed with a No Record Found ("NRF") breakout
  - Event Setup Time – provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times.

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### 1.1. Service Summary

West's Location Data Management Service (the "Service"), provided by CenturyLink, provides hosted location and CUSTOMER information database systems and services, including Master Street Guide (MSAG) validation, service order input ("SOI") processing and validation, and metrics reporting. This Service Guide provides CUSTOMER with the following information:

- Responsibility Matrix
- Project implementation tasks to move to the Service
- Detail on the Service, including a services description and response times
- Operational coordination between CenturyLink, West, and CUSTOMER

### 1.2. Responsibility Matrix

The following matrix outlines the typical responsibilities of each party for the Service. Where all parties have been listed, the party with primary responsibility is listed first. Additional detail on the responsibilities of each party is included in the Sections below. Failure of a party to satisfactorily complete a required task could materially impair West's ability to provide the Service.

| Task  | Responsibility         |
|---|------------------------|
| <b>Project Implementation</b>   |                        |
| Project Management  | West/CenturyLink       |
| Telecommunications Service Provider (TSP) Coordination  | West/CenturyLink       |
| Develop West methods and procedures <ul style="list-style-type: none"> <li>• West's operations</li> <li>• West's interface with TSPs, county/municipal coordinators, and each CUSTOMER PSAP</li> </ul>  | West                   |
| Process Documentation   | West/CenturyLink       |
| Location Data Management Service system architecture  | West                   |
| PSAP facilities   | CenturyLink & CUSTOMER |
| Wire Center Overlap Resolution Data Integrity   | West/TSP               |
| MSAG Extracts   | CenturyLink & CUSTOMER |
| TN Record Extracts  | West/TSPs              |
| MSAG Analysis   | West                   |
| TN Record Analysis  | West                   |
| MSAG Data – Issue Resolution  | West/CUSTOMER          |
| TN Record Data – Issue Resolution   | West/CUSTOMER/TSP      |
| Selective Router Database (" <u>SRDB</u> ") Updates   | West                   |
| Non-West PSAP Equipment <ul style="list-style-type: none"> <li>• This may be legacy equipment or new equipment purchased under another CUSTOMER agreement.</li> <li>• Non-West PSAP Equipment includes the Computer Aided Dispatch (CAD) system and the radio system if applicable</li> </ul> | CUSTOMER               |
| End to End Testing  | West/CenturyLink       |
| Final Data Load – MSAG, TN Record   | West/TSP/CenturyLink   |
| Training on Location Data Management Systems and Service (PSAPs, TSPs, Third Party Providers)   | West/CenturyLink       |

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| <b>Task</b>  | <b>Responsibility</b> |
|--|-----------------------|
| Develop plan and execute Migration Testing   | West/CenturyLink      |
| Production Turn-up   | West/CenturyLink      |
| <b>Ongoing Responsibilities</b>  |                       |
| TSP Coordination   | West                  |
| TSP Escalation Point   | CenturyLink           |
| Maintain West methods and procedures <ul style="list-style-type: none"> <li>West operations</li> <li>West interface with TSPs, county/municipal coordinators and each CUSTOMER PSAP</li> </ul> | West                  |
| Data Integrity   |                       |
| MSAG Build/Maintenance   | West/CenturyLink      |
| Service Order Processing   | West                  |
| Error Correction and Referral  | West/CenturyLink/TSP  |
| TN Data Extracts and Distribution  | West                  |
| MSAG Data Extracts and Distribution  | West                  |
| Basic LNP Processing   | West                  |
| Database Reconciliations   | West                  |
| SRDB Updates   | West                  |
| ESN/ELT Build/Maintenance  | West/CenturyLink      |
| ALI Discrepancy Reporting/Resolution   | West/CUSTOMER/TSP     |
| Metrics Reporting  | West                  |
| Trend Analysis/Data Investigation  | West/CenturyLink      |
| System Monitoring  | West                  |
| System Maintenance   | West                  |
| System Upgrades  | West                  |
| Log storage and backups  | West                  |
| Problem Reporting  | West/CenturyLink      |
| Problem Triage and Resolution  | West/CenturyLink      |
| Single Point of Contact for CenturyLink & TSP Data Issues  | West                  |

**Table 1: Responsibility Matrix**

## **2. PROJECT IMPLEMENTATION**

### **2.1. Overview**

The Service implementation begins with a planning phase, where communications with the LEC and other TSPs are initiated, connectivity between the CUSTOMER's PSAP(s) and data collection and analysis begins.

Following the initial planning phase is data collection and simulations. West will work with each CUSTOMER PSAP to migrate location data management from the legacy ALI provider to the Location Data Management Service system. West will also work with each TSP and CUSTOMER PSAP to conduct data processing simulations.

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West will work with CenturyLink to schedule migration of each PSAP to the Service as data collection for each PSAP and TSP simulations are completed. The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

## **2.2. Implementation Project Support**

West designates a project manager to act as West's project lead and the primary interface with both CenturyLink and the CUSTOMER's appointed contact for implementation project collaboration, including identification and communication of key milestone dates and events for the implementation timeline. The West project lead manages overall program tracking of the master project plan and task management of the project implementation. Similarly, CenturyLink designates a 9-1-1 operations contact to act as the CenturyLink's project lead. The CenturyLink's project lead works with the West project lead in reporting and verifying problems, and facilitates ongoing communications with West.

The West and CenturyLink project leads will manage a kickoff meeting to establish communication strategies and contacts between the Parties, review the scope of the Service, and review the requirements and timelines. The project leads will facilitate additional meetings as necessary for implementation planning, design, and requirements definition. The meetings include both West and the CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and Service as designed for the CUSTOMER.

For efficient project implementation, CenturyLink will assign appropriate personnel at each PSAP who understand the overall impact of the transition of the 9-1-1 services and can assist in the overall planning for transition activities such as testing and migration. The West project manager coordinates and manages the necessary West resources to complete the Location Data Management Service deployment activities. The West project manager works with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties. The West and CenturyLink Project Managers will be available for regular status meetings and as necessary to ensure the project moves forward appropriately.

## **2.3. Contact Lists**

West, CenturyLink, and CUSTOMER will exchange key contacts for technical, operational, and managerial personnel assigned to the Service deployment. In addition, West will provide CenturyLink with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each Party to update and publish these lists on a regular basis.

## **2.4. TSP Coordination**

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

West establishes expectations with each TSP and manages communication to the TSP for items related to Location Data Management Service on behalf of CenturyLink. West will escalate to CenturyLink as appropriate regarding TSP initiatives and will request CenturyLink intervention when necessary.

## **2.5. TN and MSAG Data Migration**

West works with CenturyLink and each TSP to transition E9-1-1 data for each of CUSTOMER's PSAPs, including Telephone Number ("TN") records and tabular MSAG records to West's Location Data Management systems.

For the initial migration, CenturyLink is responsible for providing the following in accordance with the detailed project plan timeline:

- A full MSAG extract for the E9-1-1 service area of each CUSTOMER PSAP
- A complete list of all ESNs and ELTs in an electronic form for the E9-1-1 service area of each CUSTOMER PSAP

West works with each TSP to obtain a copy of TN records. On receipt of both the TN record extracts and the CUSTOMER's MSAG, West performs a data analysis. The data analysis consists of a TN simulation process to determine the percentage of TN records that will initially pass MSAG and data field validations prior to the load into the West location data management system. West will compare the CUSTOMER MSAG against each TSP's TN records and return all

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discrepancies to the TSP, to CenturyLink, or to the county/municipal coordinator, as appropriate for investigation and resolution.

Unless agreed otherwise, West requires the percentage of TNs that successfully pass MSAG validation (“Match Rate”) in the TN simulation to be 98% or greater for all TSP TN records prior to data being loaded into West’s production database management for data validation. If the Match Rate is less than 98% or the agreed upon rate, West will work jointly with the CUSTOMER and each TSP to increase the quality of the MSAG and TSP data to further increase the Match Rate, provided, however, that it is ultimately CUSTOMER’s and each TSP’s responsibility to reach the Match Rate.

CenturyLink and West will perform up to three TN simulations at no cost to CUSTOMER.

Once the Match Rate has been achieved, the TSP TN data is deemed acceptable to load into the West data management system.

The following services are out of scope and may be addressed through a change order:

- Data Transition services including MSAG builds and TN record loads for any municipality located outside CUSTOMER’s E9-1-1 Service Area
- Conversion of MSAG data that is not in electronic form, creation of a new MSAG database, or repair to an MSAG that lacks defined emergency service zones (if needed) and/or ESNs
- GIS related services

## **2.6. Wire Center Overlap Resolution**

West’s Location Data Management implementation depends on TSP and LEC cooperation to resolve wire center overlap issues.

Wireline end offices for which 9-1-1 calls for some TNs need to route to a PSAP utilizing one location data management (ALI) service and 9-1-1 calls from other TNs need to route to a PSAP using a different location data management (ALI) service are considered to be “split end offices” or “split wire centers”.

For these split end offices, the TSP will be requested to “sort” the TNs within the split wire center, and submit/maintain data for TNs that should route to CUSTOMER PSAPs to the West Location Data Management system.

Where the TSP cannot segregate the TN data at end office level, the TSP and West will work cooperatively with the TSP and the LEC to establish data provisioning and processing arrangements.

## **3. POST IMPLEMENTATION SERVICES**

The Service includes hosted systems and data management services to deliver E9-1-1 location information to CUSTOMER’s PSAPs.

Location Data Management Service include receiving and processing periodic tabular MSAG updates from CUSTOMER, receiving SOI records from TSPs, systematically validating such records against the tabular MSAG, correcting TN records that are not MSAG valid, and posting validated TN record updates to the ALI system and SRDB. TN error records are created for TN updates submitted that fail validations.

West’s redundant ALI systems deliver E9-1-1 location information data in a conventional ALI format to the CUSTOMER’s call handling system, for subsequent display on each PSAP CPE workstation.

West appoints an E9-1-1 data integrity manager to work with CUSTOMER and TSPs in reporting/verifying problems, reviewing/rectifying error reports, and managing system administration duties.

### **3.1. Service Order Exchange**

West works with each TSP in CUSTOMER’s E9-1-1 Service Area to determine the most appropriate connectivity for electronic service order data exchange. Depending on the TN Record volume, a dedicated circuit or secure Internet connectivity may be selected for data exchange.

West will provide the CUSTOMER and each TSP with data exchange guidelines (detailing input and output files with required data elements and error codes). West may periodically update the data exchange guidelines, as appropriate.

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### **3.2. West Portal**

West will provide and maintain a hosted web-based interface to West's suite of web-based tools and applications, otherwise known as the West Portal ("IUP"). IUP will provide the CUSTOMER, its PSAPs, and TSPs secure access to applicable West support tools and documentation. The following web-based applications and information are available through IUP following user authentication through the West identity management system:

- 9-1-1 NET® – web-based data management interface
- ClearView Metrics – for access to metrics reports
- Document Library – for downloading training materials, user's guides, and other documentation
- File Transfer Tool – for upload/download of files such as extracts or SOI and errors/statistics files

### **3.3. 9-1-1 NET**

West's web-based data management system, 9-1-1 NET, allows each CUSTOMER PSAP, TSPs, and West data analyst to perform a number of functions.

The 9-1-1 NET system provides PSAPs with online access to production 9-1-1 data, change requests/discrepancy reports, historic tracking and reporting capabilities. The system automatically returns a transaction number verifying the acceptance of the change request, which can be used later to search for the record.

With 9-1-1 NET, CUSTOMER PSAPs can access 9-1-1 data records in their E9-1-1 Service area, including MSAG records, TN and TN error records, past ALI responses, and ESN/ELT records, and request and track corrections to these records through change requests ("CRs") and discrepancy reports ("DRs"). Through 9-1-1 NET, CUSTOMER PSAPs are able to query for and export up to 10,000 records, and they can also obtain status information and metrics data.

With 9-1-1 NET, TSPs can access their TN records, TN error records, and TN change requests; process change requests (CRs/DRs) referred to them and view MSAG records.

### **3.4. User Account Configurations**

West will work with CUSTOMER to configure user access to appropriate applications for each user or user type. Additionally, West will ensure each user account is configured with the appropriate data access profile.

West will provide CUSTOMER with up to three unique user accounts per CUSTOMER PSAP for access to West web applications through the IUP. West will assign each IUP user a unique user ID, password, and a secure ID token. User accounts may not be shared by multiple people. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional user accounts or replacement of a misplaced secure ID tokens are subject to additional fees.

West will separately provide and configure IUP user accounts for each TSP.

West will provide CUSTOMER user documentation including a user's guide for each West web application through the IUP.

### **3.5. Data Management Services**

West has primary responsibility for data management tasks listed in Table 1. Tasks for which CenturyLink, CUSTOMER's PSAPs, the county/municipal coordinators in CUSTOMER's E9-1-1 Service Area, or the TSP have partial responsibility for are also identified. West will work with CUSTOMER to mutually agree on process flows for data management services between West, CUSTOMER's PSAPs, and the county/municipal coordinators. Any changes to the designated responsible Party will be mutually agreed on.

West will create and maintain process documentation for all data management services.

#### **3.5.1. Address Corrections**

CUSTOMER may submit TN record address corrections to West. West will work with the identified TSP for correction/resolution of the subscriber's address.

#### **3.5.2. MSAG Maintenance**

Each CUSTOMER PSAP and municipal/county coordinator in each CUSTOMER PSAP's E9-1-1 Service Area will submit all MSAG change requests and updates through 9-1-1 NET. CUSTOMER may also submit TN change requests through 9-1-1 NET. Each CUSTOMER PSAP will provide West with all additions and changes to ESNs and ELTs.

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On receipt of CUSTOMER's MSAG Change Requests through 9-1-1 NET, West will provide daily MSAG maintenance support, inclusive of inserts, changes, and deletes on current MSAGs and ESN/ELTs.

Special Projects such as readdressing, annexations, MSAG scrubs, and county-wide MSAG changes are considered 'MSAG Special Projects' and may require more than one business day. MSAG Special Projects that require more than 1,000 MSAG record changes are out of scope and may incur additional fees.

**3.5.3. Error Correction Maintenance**

West will return all MSAG-related TN errors directly to the appropriate TSP for correction. Each TSP will be responsible for resubmitting an electronic SOI record to West for final error correction when the record content must be changed to correct the error.

**3.5.4. ESN/ELT Table Maintenance**

West will manage ESNs in the West Data Management and ALI systems and the associated ELTs as provided by each CUSTOMER PSAP. This task consists of maintaining assigned ESNs and ELTs in system tables. West will provide CUSTOMER with ESN/ELT information on request.

**3.5.5. Wire Center Boundary Conflicts**

West will research wire center boundary conflicts that affect 9-1-1 call delivery. West will work with the LEC in resolving these conflicts. Geographic porting (porting outside of current rate center) is not included in wire center overlay issues.

**3.5.6. Database Maintenance/Activities**

West will correct or refer all errors, MSAG updates, and ALI discrepancies within one Business Day of receipt.

**3.5.7. MSAG Distribution**

West and CUSTOMER will mutually agree upon an MSAG distribution schedule not to occur more frequently than monthly. In accordance with the agreed schedule, West will distribute an electronic copy of CUSTOMER E9-1-1 Service Area MSAG to agencies and personnel authorized by CUSTOMER. With CUSTOMER approval, West will distribute electronic daily MSAG updates (deltas) to the TSPs.

**3.5.8. No Record Found/Misroute Investigation/Discrepant Address**

West will research and work with each TSP to resolve all NRF and ALI discrepancy reports once they have been submitted through 9-1-1 NET. West will investigate misroutes and refer the misroute to the applicable TSP if appropriate.

**3.5.9. Database Reconciliation**

For each TSP serving CUSTOMER's PSAPs, West will offer one database extract to each TSP on an annual basis for the TSP to perform its own database reconciliation. West does offer database reconciliation services to its CUSTOMERS for an additional fee.

**3.5.10. NPA Splits/Overlays**

NPA splits or overlays are the responsibility of the TSP. West will update databases and tables with revised NPA information provided by TSP. The TSP should provide at least three months advance written notice to West to coordinate the necessary changes. Requests of less than three months are out of scope and will require a change order.

**3.5.11. Local Number Portability ("LNP") Services**

West will provide LNP services in CUSTOMER's E9-1-1 Service Area in alignment with the NENA recommendations for LNP. It is each TSP's responsibility to fix its LNP errors. West provides LNP reports daily to the TSPs.

**3.5.11.1. Company ID**

West will validate service order activity for proper Company ID. West will provide the Company ID in the ALI data stream.

**3.5.11.2. Function Codes**

West will accept M ("Migrate") and U ("Unlock") function codes on service order activity.

**3.5.11.3. Database Fields**

West will provide fields in the TN database records to indicate whether the record is in a Locked or Unlocked status. LNP-related errors are also assigned error codes.



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#### **3.5.11.4. LNP Reports**

West will provide each TSP with the following LNP reports on a daily basis:

- Unlock exception report (“Stranded Unlocks”)
- Migrate expired report
- Migrate received not unlocked report
- Migrate pending report
- Successfully migrated report

#### **3.5.12. SRDB Updates**

West will provide an SRDB update for all records that have successfully passed data validation by West’s data management system. SRDB updates will be posted to the 9-1-1 Routing system within one business day following successful data validation.

#### **3.5.13. Wireless, VoIP, and Telematics Support**

West’s database management systems support both VoIP and Wireless Phase I and Phase II E9-1-1 call processing. West validates pANI shell records submitted by TSPs or their third party providers against the West-maintained MSAG records, and uploads the pANI shell records into the ALI database systems. NENA Company ID is required on all pANI shell records.

West will build and maintain the ALI Steering Table on the ALI systems. The ALI Steering Table is used by the ALI system to determine which MPC/GMLC/VPC to query for E9-1-1 location information. All wireless, VoIP, and Telematics E9-1-1 location updates to the ALI system are via the E2 Interface (ANSI/J-STD-036-C-1).

West will establish agreements with each Wireless, VoIP, and Telematics TSP (or their third party database providers) for access to West’s relevant systems. Wireless, VoIP and Telematics TSPs (or their third party database providers) are responsible for establishing and maintaining connectivity to these systems and bear all connectivity and support costs.

West will help support E9-1-1 troubleshooting in production as well as pre-production live ALI testing from the host ALI perspective. The support West provides includes (i) pulling log files, (ii) monitoring ALI bids from the PSAP, (iii) monitoring data traffic between ALI and a wireless or VoIP provider’s MPC/GMLC/VPC, and (iv) verifying that the ALI Steering Tables are configured correctly.

### **3.6. Wireline ALI Steering**

On execution of the necessary agreement, West will establish communications for ALI to ALI steering with neighboring ALI Systems. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

At CUSTOMER’s direction, West can support any of the following types of wireline ALI steering:

- Trunk steering, where the bid to an ALI system contains a unique trunk number to identify when a query should be steered to another ALI system.
- No Record Found (“NRF”) steering, where an ALI steering query is sent to another specified ALI system when there is an NRF in the ALI database.

CUSTOMER acknowledges that coordination will be required between CUSTOMER and each TSP in the assignment and on-going management of English Language Translations (“ELTs”) by ESN/ESSIDs. Without this coordination, the ELTs returned in the ALI response may not be correct.

West will perform initial system configuration on each West ALI system to set-up steering for Wireline TNs to/from each foreign ALI system. West will perform an initial ALI steering table set-up and load, and be responsible for its ongoing maintenance.

West will provide connectivity between each foreign ALI system and each West ALI serving CUSTOMER, where possible. Existing connectivity from foreign ALI to the West ALI serving CUSTOMER will be utilized, where possible. West will work with CUSTOMER to complete pre-production testing of ALI steering with each foreign 9-1-1 Service Provider.

West will provide production technical support and troubleshooting to CUSTOMER’s PSAPs and to CUSTOMER for ALI steering related issues.

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#### **4. METRICS REPORT TOOL**

West will provide a web-based tool, ClearView, for metrics reporting.

##### **4.1. ClearView Reporting Tool**

ClearView provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis following login and authentication through the IUP. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs. West currently posts data updates to daily data sets by 9:00 AM Mountain Time (MT), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of metrics data through the ClearView Reporting tool. CUSTOMER metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the ClearView Reporting Tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

##### **4.1.1. ClearView Reports for Location Data Management**

West will provide CUSTOMER with the following ALI Management metrics reports through the ClearView reporting tool.

- Primary Metrics Summary Reports
  - Service Order Processing
  - Daily Error By Number of Records Processed
  - Unresolved Errors at End of Month
  - ALI System Availability
  - ALI Records Found
- Monthly TN Census Report
- Monthly ALI Retrieval Report
- Monthly ANI Failure Report
- System Performance Reports
- NRF Reports
- SOI Reports
- TSS Error Reports

#### **5. MAPSAG®**

MAPSAG IS A GIS DATA MANAGEMENT APPLICATION USED BY CITY OR COUNTY GIS PROFESSIONALS, OUTSIDE OF THE CALL TAKING ENVIRONMENT, ALLOWING THE END-USER TO CREATE AND MAINTAIN ACCURATE 9-1-1 GIS DATA AND TO SYNCHRONIZE THE GIS DATABASE AND THE 9-1-1 DATABASE. THE RESULT IS A "CHECKS AND BALANCES" APPROACH OF CONSISTENCY AND ACCURACY ACROSS DATABASES USED FOR ADDRESSING AND 9-1-1. MAPSAG IS INSTALLED LOCALLY, AT THE END-USER LOCATION, AND OPERATES THROUGH A SIMPLE INTERFACE WITHIN ESRI'S ARCGIS DESKTOP PRODUCT. VARIOUS TOOLBARS ARE AVAILABLE FOR ACCESSING THE AVAILABLE TOOLS AND FEATURES. THE FUNCTIONALITY THAT RESIDES IN THE ARCGIS DESKTOP FRAMEWORK REMAINS AVAILABLE WHILE USING MAPSAG, INCLUDING EDITING, DRAWING, LAYOUTS AND/OR SPATIAL QUERIES. AN EXAMPLE OF THE INTEGRATION OF MAPSAG AND ARCGIS DESKTOP IS THAT USERS CAN PERFORM A SPATIAL OR ATTRIBUTE QUERY AND USE THE RESULTING RECORDS FOR ANALYSIS BY THE MAPSAG TOOLS.

USING MAPSAG, ARCGIS DESKTOP AND A COMBINATION OF BOTH, NEW GIS DATA RECORDS (STREETS, STRUCTURES, POLYGONS ETC) CAN BE INPUT INTO THE GIS IN A NUMBER OF WAYS, INCLUDING FIELD GPS, ON-SCREEN DIGITIZING, IMPORT, AND AUTO-GENERATION. THE MAPSAG SOFTWARE CURRENTLY OPERATES IN THE LATEST VERSION OF ARCGIS FOR DESKTOP (CURRENTLY 10.2.X) AND WILL UTILIZE A PERSONAL GEODATABASE, FILE GEODATABASE OR AN ENTERPRISE GEODATABASE THROUGH ARCGIS SERVER ("ARCSDE").

MAPSAG SOFTWARE REQUIRES A LICENSED COPY OF ESRI'S ARCGIS FOR DESKTOP, TO BE PROVIDED BY THE END-USER OR CAN BE PURCHASED FROM WEST. ONE COPY OF MAPSAG WILL BE PROVIDED FOR EACH PSAP LOCATION.

ADDITIONAL OPTIONAL MODULES:

SIMPLECELL® TURNS CELL SECTOR AND CELL TOWER TABULAR DATA FROM WIRELESS CARRIER ROUTING SHEETS INTO VALUABLE GIS DATA THAT CAN BE APPLIED TO A VARIETY OF SITUATIONS.

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911 MAPBOOK GREATLY REDUCES THE EFFORT OF CREATING MAP BOOKS FROM GIS DATA. THE MAP BOOKS CAN THEN BE DISTRIBUTED IN HARD COPY OR PDF FORMAT TO FIRST RESPONDERS.

## **6. TRAINING**

West will provide training for the Service to CUSTOMER PSAP personnel, county/municipal coordinators in the CUSTOMER E9-1-1 Service area, and each TSP.

The CUSTOMER is responsible for identifying the training attendees from each CUSTOMER PSAP, ensuring they attend the West provided training, and any expenses incurred by CUSTOMER's training attendees.

West will provide training materials and user documentation for all training sessions. CUSTOMER may reproduce and internally distribute copies of West provided training materials as necessary to CUSTOMER and CUSTOMER PSAP personnel only.

CUSTOMER and West will agree on a training schedule. West requires notice of rescheduling at least ten Business Days in advance or an additional fee may apply. West may combine multiple topics and/or target attendees from multiple CUSTOMER groups for maximum efficiency.

Training will be "train-the-trainer" format, which will enable CUSTOMER PSAPs to train new employees. The CUSTOMER is responsible for training additional personnel at CUSTOMER's PSAPs, as necessary, or contracting with West to provide additional training. Additional training is out of scope and will require a change order.

### **6.1. PSAP Administrators**

West will provide one training session for CUSTOMER PSAP administrators. This training is expected to last up to two days and will be conducted as mutually agreed between West and CUSTOMER (e.g. webinar, onsite at central PSAP location, at West facilities). CUSTOMER may determine the number and type of employees attending the West training. This training will focus on:

- Location Data Management flow and processes
- IUP and IUP Tools
- 9-1-1 NET
- ClearView Reporting Tool

### **6.2. TSP Information Sessions and Training for County/Municipal Coordinators**

West provides up to two information sessions of up to four hours for TSPs who serve the CUSTOMER E9-1-1 Service Area via telephone conference call. Topics will include data exchange procedures, data processing procedures, 9-1-1 NET9-1-1 NET, reporting problems to West and escalation procedures, and other mutually agreed upon topics. The information session(s) should be completed prior to the first TSP migration to West Service and must include participation by the designated West and CenturyLink Project Leads.

- West will separately provide training on 9-1-1 NET9-1-1 NET to county/municipal coordinators. Training will be via telephone conference call and will last approximately two hours.

**CENTURYLINK® 9-1-1 AGREEMENT  
CENTURYLINK AIRBUS HOSTED VESTA SERVICE EXHIBIT**

**1. General.** The Airbus DS Communications VESTA® Hosted Emergency Call Handling System (the “Service”) is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed Order Forms are between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** The Service is provided to Customer by CenturyLink, an authorized Airbus DS Communications reseller. The Service only includes the features and functionalities described within this Section 2. The Service provides hosted emergency call handling functionality using a system that includes several Airbus DS Communications applications. These applications include: VESTA 9-1-1 Call Handling solution, VESTA Analytics MIS solution, VESTA Locate mapping solution, map updates via DataSync and the associated hardware, software and peripherals needed to deliver the Service.

The Service will provide the Customer with:

- Secure, geo-diverse, redundant hosted, multi-tenant infrastructure;
- VESTA® 9-1-1 advanced NG9-1-1 call-processing workstations;
- Functionality and performance equal to customer premise-based systems;
- Call Taker and Server Virus Protection and Patch Management, pre-tested and verified;
- Airbus DS Communications Software Support; and
- All HW/SW typically needed. See the list of hardware needed for a typical system below in or more details

The Service includes Airbus DS Communications software, hardware and equipment operating in geo-diverse CenturyLink provided data centers. Service includes Airbus DS Communications software and hardware which is made available to Customer and described in this Service Exhibit. The Service will be operated and maintained by CenturyLink along with Airbus DS Communications software support and managed services, including general software updates made available for the Service by Airbus DS Communications.

**2.2 ADVANCED CALL HANDLING SOLUTION. THE ADVANCED CALL HANDLING SOLUTION INCLUDES:**

| Option                    | Included?  |
|---------------------------|--|
| VESTA 9-1-1               | Included (Advanced Call Processing, or ACD) (Activated at Customer Discretion) |
| VESTA Analytics           | Included   |
| Virus Protection          | Included   |
| Security Patch Management | Included   |
| Monitoring & Response     | Included   |
| VESTA Locate              | Included   |
| Agent Training            | Included   |
| Admin Training            | Included (1) Class Per PSAP  |
| Cutover Coaching          | Included (1) Per PSAP  |
| Field Engineering         | Included Remote FE   |
| Project Coordination      | Included   |
| Software Support          | Included   |

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**2.3 Feature Overview.** The Service uses the configurable VESTA® 9-1-1 platform. A variety of features and configuration options are available depending on the package purchased by Customer. A high level summary of some of the key features of the Service is provided below.

**A. Scalable IP-Based Solution.** The Service leverages Session Initiation Protocol (SIP) technology and allows a Customer's PSAPs to:

- Scale without a practical upper limit to system provisioning.
- Move to a networked model that integrates data and voice.
- Implement call queues to meet call taker distribution needs.

**B. VESTA 9-1-1 Features.** The Service uses the VESTA 9-1-1 emergency call handling solution which provides a variety of configurable features including user features, call distribution and ACD features. A subset of these is provided below.

**i. User Features.**

The VESTA 9-1-1 solution is a purpose built, high capacity, no single point of failure emergency call taking platform. VESTA 9-1-1 is based on a modular architecture which allows components, such as gateways and network switches to be located independently from central controller, creating a flexible platform for configuring systems which meet customer resiliency requirements and installation environment.

The VESTA 9-1-1 User Interface offers custom layouts. These layouts can be designed to meet the requirements of each PSAP, as well as each user role. When Users log into to a selected role, the layout optimized for that role is automatically loaded/displayed. PSAP Administrators create highly functional layouts for each role using a large library of icons, custom colors, fonts, window layouts etc.

The VESTA 9-1-1 emergency call handling system also includes a variety of other features, some of which are discussed below:

- Warm or blind one button transfers.
- Distinctive ring tones on a per line basis, for audible line ringing identification.
- Abundant conferencing features, including adding and dropping participants and quick visualization of the conference through the conferencing window.
- Manual and automatic ALI re-bid and incorrect location reporting.
- Personal, shared and multiple line appearances that use color, icons and call status elements to offer fast identification and quick call status information to users.
- Configured to automatically forward admin line traffic according to business rules.
- Greetings manager which allows call takers to create and manage automated messages. VESTA 9-1-1 also offers a system wide automated messaging for specific queues.
- A high capacity of entry contacts and speed dial system for one click speed dial, contacts may be search at the simple or advanced level for the fastest lookup. Additionally through intelligent speed dialing and selective transfer agencies, speed dials are automatically displayed and dialed based on ESN.
- A configurable ALI display
- Instant Recall Recorder (IRR) & IRR Retrieval: Instant Recall Recorder (IRR) is a telephony, radio, and microphone-based message recording and recorded message handling device. Customer's agents can play back recently completed calls.
- Integrated TTY via Baudot with pre-programmable messages and HCO/VCO capabilities.

**ii. Shared Call Appearance (SCA).** Call takers can answer a call on a Shared Call Appearance.

**iii. Multiple ACD Algorithms (If Activated).** The Hosted Services supports Multiple ACD algorithms:

- **Ring all:** Directs the call to all available call takers in the group.
- **Circular:** Directs the call to the next available call taker in round robin fashion within the group.
- **Linear:** Directs the call to the first available call taker within the group with the highest priority setting.
- **Longest Idle:** Presents the call to the longest idle call taker in the group.

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**iv.ACD Functionality (If Activated).** The ACD functionality in the Hosted Service provides multiple features:

- **ACD Queue:** Allows lines and trunks to be assigned to specific queues. Each agent of the Customer can be a member of one or more ACD queues. Customer's agent will receive a call from a queue when they are logged on and ready.
- **Customer Agent Priority:** Allows a priority to be assigned to each Customer agent in a queue.
- **Queue Recorded Announcement:** A PSAP-recorded announcement can be played at intervals to callers waiting in a queue.
- **Not Ready:** Allows Customer's agents to complete tasks from a previous 9-1-1 call before a new call is presented.
- **Auto Answer:** The console automatically answers an ACD-routed call. The Auto Answer feature contains headset detection for console ACD ready state option. When this option is enabled, the console immediately enters a Not Ready state for ACD calls when the call taker unplugs the headset from the jack box. After the call taker plugs the headset into the jack box, the Ready button must be clicked to enable the call taker to receive ACD calls again.

**C. VESTA™ Analytics Features.** The VESTA Analytics solution provides emergency response center managers and system administrators with information on the volume of calls, performance of Customer agents, and Customer PSAP statistics. The VESTA Analytics solution is a browser-based application that uses information from a database to generate a number of statistical reports.

**i.Feature Overview.** The VESTA Analytics application features include:

- **Enhanced Operational Management** —Provides the ability to gather, organize, data-mine, and report near real-time information. VESTA Analytics incorporates an advanced data warehouse for improved performance for creating custom reports and searching for data.
- **Personnel Management** —Includes new 9-1-1 specific key performance indicators (KPIs) that help assess the performance within the call center for more informed decision-making regarding staffing.
- **Automated Evidence Organization** —Automatically associates related calls, and audio events into the context of individual incidents. This approach simplifies the tasks involved with reconstructing, organizing, searching, and archiving historical incident information.

**ii.Metrics, Data and Reports.** Through the VESTA Analytics browser-based tool, Customers can access metrics reports on their PSAP. In addition, the VESTA Analytics solution uses pre-processed data to display key performance indicators and activity thresholds for your site through its Dashboard. The Dashboard provides the following:

- Customer Agent Performance Overview
- Call Center Overview
- Daily Call Center Overview
- Dashboard Workbench

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| <b>VESTA Analytics Reports<br/>(As of current version 2.4)</b>   |   |
|--|---|
| <b>STANDARD REPORTS</b><br><br><u>Caller perspective</u> <ul style="list-style-type: none"> <li>• Call Count by Hour</li> <li>• Call Count by Day</li> <li>• Call Count by Week</li> <li>• Call Count by</li> <li>• Call Count by Quarter</li> <li>• Call Count by Year</li> <li>• Call Count by Call Category</li> <li>• Call Count by Call Types</li> <li>• Call Average by Day vs. Hour</li> <li>• Call Count Comparison by Month</li> <li>• Call Duration</li> <li>• Overflow Count by Queue and Console</li> <li>• Call Count by Wait Time Range</li> </ul><br><u>Customer agent perspective reports</u> <ul style="list-style-type: none"> <li>• Customer's Agent Transfer Average by Month</li> <li>• Customer's Agent Ring Count by Ring Time Range</li> </ul> | <b>STANDARD REPORTS (Cont.)</b><br><br><u>Trunk/line perspective reports</u> <ul style="list-style-type: none"> <li>• Trunk &amp; Line Utilization by Day vs. Hour</li> </ul><br><b>ADVANCED REPORTS</b><br><br><u>Caller perspective reports</u> <ul style="list-style-type: none"> <li>• Abandoned Call Summary</li> <li>• Answer Performance</li> </ul><br><u>Customer's Agent perspective reports</u> <ul style="list-style-type: none"> <li>• Customer's Agent Statistics Comparison Report</li> <li>• Customer's Agent Efficiency Ranking Report</li> <li>• Customer's Agent Offline Count by Offline Time Range</li> </ul> |

Note: Ad hoc reports are not currently supported, and ad hoc reporting functionality will only be provided if available, as reasonably determined by CenturyLink.

**D. VESTA™ Locate Features.** The VESTA Locate solution is a mapped ALI application installed on each Customer workstation and allows agency personnel to locate 9-1-1 callers and direct emergency responses quickly and accurately. The DataSync application is used to pull updated map data to each workstation. The Customer is responsible for providing, updating and maintaining their map data. The VESTA Locate system features include:

- Incorporating multi-jurisdictional map data without merging data sets.
- ESRI projections for all data layers while preserving original coordinate systems.
- Login-based user right and map views through administrative control.
- Powerful data search tool based on utilizing attributes or spatial buffers.

**2.4 Software, Hardware and Services provided for a typical system.** The Service includes a variety of options as part of the purchase. A summary of the typical items provided is provided below.

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AIRBUS DS Communications

CRITICAL MATTERS™

## TYPICAL 2-9 POSITION PSAP/

| Per Position | Per PSAP | Description   |
|--------------|----------|---|
|              |          | <b>Software</b>   |
| 1            |          | VESTA 9-1-1 Basic Call Handling                                   |
|              | Yes      | VESTA Analytics MIS   |
| 1            |          | VESTA Locate Mapping  |
|              | Yes      | DataSync Map Updates  |
| 1            |          | IRR   |
| 1            |          | Activity View   |
| 1            |          | CDR   |
| 1            |          | EIM - ESinet Connection via RFAI                                  |
|              |          | <b>Workstation Equipment</b>                                      |
| 1            |          | HP Workstation w/ Tower stand for VESTA                           |
|              | 2        | HP Workstation w/ Tower stand for VESTA Analytics & Activity View |
| 1            |          | 22" Monitor for VESTA Workstations                                |
|              | 2        | 22" Monitors for VESTA Analytics & Activity View                  |
| 1            |          | Generation Keypad w/ 12ft cable                                   |
| 1            |          | Sound Abatement Module (SAM) w/ speaker kit                       |
|              | 1        | Color Inkjet Printer (USB) w/ 10 Ft Cable                         |

| Per Position | Per PSAP | Description                 |
|--------------|----------|-----------------------------|
|              |          | <b>Optional Items</b>       |
| Varies       | Varies   | Command Post                |
| Varies       | Varies   | ACD (Advanced Call Taking)  |
| Varies       | Varies   | End User Training           |
| Varies       | Varies   | Field Engineering Services  |
| Varies       | Varies   | Project Management Services |
| Varies       | Varies   | IP Phones                   |

| Per PSAP | Description   |
|----------|---|
|          | <b>PSAP Backroom Equipment</b>  |
| 2        | Cisco Switches w/ redundancy  |
| 2        | Voice Modules (Mediant 1000)  |
| 1        | Mediant Chassis Bundle (includes chassis and redundant power supply)  |
| 1        | 4-Port FXS Gateway  |
| 1        | TS-4 Serial Port Terminal Server  |
| 1        | Blackbox TL801A/R2 Data Share (Connects two RS232 devices over 1 line)  |
| 1        | Blackbox TL158A/R4 Data Cast (Provides up to 8 connections)   |
| 1        | 19in Equipment Rack   |
| 1        | NAS Device  |
| Varies   | Misc cables and peripheral kits   |
|          | RJ45 4FT Cable, Serial cable, Surge Protector, Power Distribution Mount Kit, Wire Management, Rack Shelf, Ground Bar Mount Kit, Patch Panel Equipment |
|          | <b>Support Services</b>   |
| Yes      | Airbus Software Support for length of contract  |
| Yes      | Hardware Support  |
| Yes      | Airbus Monitoring & Response  |
| Yes      | Virus Protection  |
| Yes      | Security Patch Management   |
|          | <b>Implementation Services</b>  |
| Yes      | Admin Training  |
| Yes      | Airbus Factory Staging  |
| Yes      | Outover Coaching  |

*This is a typical SW, Services and Equipment list. Please refer to a detailed quote from Airbus for full information. Quantities assume a full package is purchased and not ala carte.*

AIRBUS DS Communications

CRITICAL MATTERS™

## TYPICAL 10-19 POSITION PSAP/

| Per Position | Per PSAP | Description   |
|--------------|----------|---|
|              |          | <b>Software</b>   |
| 1            |          | VESTA 9-1-1 Basic Call Handling (or Advanced)                     |
|              | Yes      | VESTA Analytics MIS   |
| 1            |          | VESTA Locate Mapping  |
|              | Yes      | DataSync Map Updates  |
| 1            |          | IRR   |
| 1            |          | Activity View   |
| 1            |          | CDR   |
| 1            |          | EIM - ESinet Connection via RFAI                                  |
|              |          | <b>Workstation Equipment</b>                                      |
| 1            |          | HP Workstation w/ Tower stand for VESTA                           |
|              | 2        | HP Workstation w/ Tower stand for VESTA Analytics & Activity View |
| 1            |          | 22" Monitor for VESTA Workstations                                |
|              | 2        | 22" Monitors for VESTA Analytics & Activity View                  |
| 1            |          | Generation Keypad w/ 12ft cable                                   |
| 1            |          | Sound Abatement Module (SAM) w/ speaker kit                       |
|              | 1        | Color Inkjet Printer (USB) w/ 10 Ft Cable                         |

| Per Position | Per PSAP | Description                 |
|--------------|----------|-----------------------------|
|              |          | <b>Optional Items</b>       |
| Varies       | Varies   | Command Post                |
| Varies       | Varies   | ACD (Advanced Call Taking)  |
| Varies       | Varies   | End User Training           |
| Varies       | Varies   | Field Engineering Services  |
| Varies       | Varies   | Project Management Services |
| Varies       | Varies   | IP Phones                   |

| Per PSAP | Description   |
|----------|---|
|          | <b>PSAP Backroom Equipment</b>  |
| 2        | Cisco Switches w/ redundancy  |
| 5        | Voice Modules (Mediant 1000)  |
| 1        | Mediant Chassis Bundle (includes chassis and redundant power supply)  |
| 1        | 4-Port FXS Gateway  |
| 1        | TS-4 Serial Port Terminal Server  |
| 1        | Blackbox TL801A/R2 Data Share (Connects two RS232 devices over 1 line)  |
| 1        | Blackbox TL158A/R4 Data Cast (Provides up to 8 connections)   |
| 1        | 19in Equipment Rack   |
| 1        | NAS Device  |
| Varies   | Misc cables and peripheral kits   |
|          | RJ45 4FT Cable, Serial cable, Surge Protector, Power Distribution Mount Kit, Wire Management, Rack Shelf, Ground Bar Mount Kit, Patch Panel Equipment |
|          | <b>Support Services</b>   |
| Yes      | Airbus Software Support for length of contract  |
| Yes      | Hardware Support  |
| Yes      | Airbus Monitoring & Response  |
| Yes      | Virus Protection  |
| Yes      | Security Patch Management   |
|          | <b>Implementation Services</b>  |
| Yes      | Admin Training  |
| Yes      | Outover Coaching  |
| Yes      | Airbus Factory Staging  |

*This is a typical SW, Services and Equipment list. Please refer to a detailed quote from Airbus for full information. Quantities assume a full package is purchased and not ala carte.*



**CENTURYLINK® 9-1-1 AGREEMENT  
CENTURYLINK AIRBUS HOSTED VESTA SERVICE EXHIBIT**

AIRBUS DS Communications

CRITICAL MATTERS™

## TYPICAL 20+ POSITION PSAP/

| Per Position | Per PSAP | Description   |
|--------------|----------|---|
|              |          | <b>Software</b>   |
| 1            |          | VESTA 9-1-1 Advanced Call Handling                                |
|              | Yes      | VESTA Analytics MIS   |
| 1            |          | VESTA Locate Mapping  |
|              | Yes      | DataSync  |
| 1            |          | IRR   |
| 1            |          | Activity View   |
| 1            |          | CDR   |
| 1            |          | EIM - ESInet Connection via RFAI                                  |
|              |          | <b>Workstation Equipment</b>                                      |
| 1            |          | HP Workstation w/ Tower stand for VESTA                           |
|              | 2        | HP Workstation w/ Tower stand for VESTA Analytics & Activity View |
| 1            |          | 22" Monitor for VESTA Workstations                                |
|              | 2        | 22" Monitors for VESTA Analytics & Activity View                  |
| 1            |          | Generation Keypad w/ 12ft cable                                   |
| 1            |          | Sound Abatement Module (SAM) w/ speaker kit                       |
|              | 1        | Color Inkjet Printer (USB) w/ 10 Ft Cable                         |

| Per Position | Per PSAP | Description                 |
|--------------|----------|-----------------------------|
|              |          | <b>Optional Items</b>       |
| Varies       | Varies   | Command Post                |
| Varies       | Varies   | End User Training           |
| Varies       | Varies   | Field Engineering Services  |
| Varies       | Varies   | Project Management Services |
| Varies       | Varies   | IP Phones                   |

| Per PSAP | Description   |
|----------|---|
|          | <b>PSAP Backroom Equipment</b>  |
| 2        | Cisco Switches w/ redundancy  |
| 10       | Voice Modules (Mediant 1000)  |
| 2        | Mediant Chassis Bundle (includes chassis and redundant power supply)  |
| 1        | 4-Port FXS Gateway  |
| 1        | TB-4 Serial Port Terminal Server  |
| 1        | Blackbox TL801A-R2 Data Share (Connects two RS-232 devices over 1 line)   |
| 1        | Blackbox TL158A-R4 Data Cast (Provides up to 8 connections)   |
| 1        | 19in Equipment Rack   |
| 1        | NAS Device  |
| Varies   | Misc cables and peripheral kits:  |
|          | RJ45 APT Cable, Serial cable, Surge Protection, Power Distribution Mount Kit, Wire Management, Rack Shelf, Ground Bar Mount Kit, Patch Panel Equipment. |
|          | <b>Support Services</b>   |
| Yes      | Airbus Software Support for length of contract  |
| Yes      | Hardware Support  |
| Yes      | Airbus Monitoring & Response  |
| Yes      | Virus Protection  |
| Yes      | Security Patch Management   |
|          | <b>Implementation Services</b>  |
| Yes      | Admin Training  |
| Yes      | Cutover Coaching  |
| Yes      | Airbus Factory Staging  |

*This is a typical SW, Services and Equipment list. Please refer to a detailed quote from Airbus for full information. Quantities assume a full package is purchased and not ala carte.*

### 3. Acronyms

| The following acronyms may appear in this document: | Term                                  |
|---|---------------------------------------|
| ACD   | Automatic Call Distribution           |
| ALI   | Automatic Location Identification     |
| ANI   | Automatic Number Identification       |
| ESN   | Emergency Service Number              |
| HCO/VCO   | Hearing Carry Over/Voice Carry Over   |
| GIS   | Geographic Information System         |
| NROC  | Network Reliability Operations Center |
| TTY   | Teletypewriter                        |

### 4. Monitoring and Maintenance

#### 4.1 Datacenter Support

**A.** CenturyLink 9-1-1 Network Reliability Operations Center (NROC) uses solution partners/manufacturers Web-based portals to track all manufacturer related 9-1-1 equipment issues. These portals allow CenturyLink to communicate directly with its 9-1-1 equipment manufacturers and prioritize the severity of the repair problem with each manufacturer.

**B.** The portals will allow CenturyLink to receive hourly, daily, or weekly Service Ticket Alerts via e-mail for additional tracking purposes. The Web-based service and support command center provides CenturyLink with a direct escalation process for open manufacturer issues.

**C.** Included in our Managed Services offering is monitoring and response from our 9-1-1 equipment manufacturers and contractors. If CenturyLink partners recognize a repair issue at the PSAP site through the remote monitoring process, the partner will open up a ticket with CenturyLink NROC.

**4.2 PSAP Support.** CenturyLink 9-1-1 technicians provide installation and maintenance support of the Airbus DS Communications VESTA Hosted Emergency Call Handling System Seven (7) days per week, 24 hours per day, 365 Days per year

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to the 9-1-1 PSAP Centers. Support will be provided by CenturyLink 9-1-1 technicians, data technicians, network technicians and/or CenturyLink contractors.

**4.3 Application Software and Firmware Program Upgrades.** Application software and firmware program upgrades are defined as major enhancements to the already purchased product feature/functionality set. A product change is classified as major, in the discretion of CenturyLink and Airbus, based upon the impact of the change to the core functionality of the product. CenturyLink will be notified by an Airbus Product Change Notice, of all application software and firmware program upgrades, which occur within the term of the Service. The local CenturyLink account team will contact the customer to coordinate the upgrade at no additional charge provided that the Service is in effect. Any change in the numbers preceding the decimal point within the product version number constitutes a software program upgrade (for example a change from product version 1.40 to 2.00, or 2.11 to 3.00, or 3.20 to 4.00 et al will represent a software program upgrade).

**CENTURYLINK® 9-1-1 AGREEMENT**  
**DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port, Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

**(a) Monitor and Notification.** Monitor and Notification is included with CenturyLink IQPorts. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(c) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(d) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS

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**DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.4 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network.

**2.5 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.6 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.7 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is available with individual domestic Private Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for

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outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), three years for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Port, Private Port or Enhanced Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. (b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**9. SLA.** Unless a Port is part of the Managed ESInet Bundle described in this Agreement, Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**CENTURYLINK® 9-1-1 AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between  
("Customer")  
and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CENTURYLINK® 9-1-1 AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must have the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**(e) IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. Customer agrees that it will use the IP Connection only for the provision of either (i) Wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) Wireline broadband Internet access plus additional information services, with Wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity

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between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.



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**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

**(c) Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(b) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(c) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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**(d) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation (“DFOC”) notice from Customer’s CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink’s receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer’s failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days’ prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. “CFA” means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

“CenturyLink Domestic Network” means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

“CPOP” means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider’s network is possible.

“Demarcation Point” means: (a) the physical interface between the CenturyLink Domestic Network and Customer’s telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer’s telecommunications equipment.

“Leased Access” means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

“On-Net Access” means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

“Service Address” means the business building where Customer receives the Service.

“Start of Service Date” for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink’s ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink’s ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**CENTURYLINK® 9-1-1 AGREEMENT  
DOMESTIC NETWORK DIVERSITY SERVICES EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Domestic Network Diversity enhancements ("Service" or "Diversity") to underlying services in the continental United States under the terms of the Agreement, RSS, and this Service Exhibit.

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"CenturyLink Domestic Network" means the CenturyLink operated facilities located within the 48 contiguous states that consist of transport POPs, physical media, switches, circuits, and/or ports that are operated solely by CenturyLink.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

**2. Service.**

**2.1 Description.** Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength Networking Service (including Internet Ports, Private Ports, and Enhanced Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

**2.2 Diversity Configurations.** Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities. In situations where network facilities are not available, CenturyLink offers Customer the option to specifically order diversity on an individual case basis

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**(a) Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(b) EPL Diversity Service.** EPL Diversity Service is offered at 50 Mbps, 100 Mbps, 150 Mbps, 600 Mbps, and 1000 Mbps transmission rates. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(c) Optical Wavelength Diversity Service.** Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at 1 GbE, 2.5 Gbps and 10 Gbps transmission rates. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(d) Networking Diversity Service.** Networking is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)\*, DS-3, OC-3, OC-12, and OC-48 transmission rates. Networking Diversity Service is offered in the following configurations but not in combination: POP Diversity (Single Circuit or Primary and Diverse Circuit), Device Diversity, or Card Diversity. Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**2.3 Local Access Diversity Service.** Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at DS-1, 2xDS-1 up to 8xDS-1\*, DS-3, OC-3, OC-12, and OC-48 transmission rates; or (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps) and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

**2.4 Ordering of Diversity Services.** Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of each Service ("Customer Commit Due Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

**2.5 Service Conditions.**

**(a)** CenturyLink will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

**(b)** Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Customer understands and agrees that Diversity is offered on On-Net facilities only. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

**(c)** Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

**(d) Single Diverse Circuit Additional Mileage Charges.** If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

**(e)** Customer acknowledges that diverse circuits must have traffic on them in order for CenturyLink to monitor connectivity.

**3. Term; Cancellation.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service. In the event Customer cancels Diversity on an Underlying Service, Customer will pay for the Diversity provided through the effective date of the cancellation and all third party cancellation charges that apply.

**CENTURYLINK® 9-1-1 AGREEMENT  
DOMESTIC NETWORK DIVERSITY SERVICES EXHIBIT**

**4. Charges.** Customer will pay all charges set forth in a valid quote sheet attached to the Order Form for Diversity or in a Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for Networking (including Internet Ports and Private Ports,) ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit and for iQ Networking service, the Backhaul Pricing Attachment will be attached to this Service Exhibit. Billing will begin once the circuit is available for testing or use by Customer with the Diversity activated or once Diversity has been added to an existing circuit. List rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

\* The DS-1s within an Nx bundle must all connect to the same POP

**CENTURYLINK 9-1-1 AGREEMENT  
CENTURYLINK SELECT ADVANTAGE SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, and (b) contain the Customer's exact legal name.

**2.2 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

**CENTURYLINK 9-1-1 AGREEMENT**  
**CENTURYLINK NG9-1-1 WITH MANAED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**

**1. Service Level Agreements (“SLA” or “SLAs”) Mean Time to Repair**

| <b>CenturyLink Supplied Network CPE Failure Reported</b> | <b>Severity Level</b>   | <b>Replacement Timeline</b>   |
|--|---|---|
| Monday through Sunday<br>12:00 am to 11:59pm             | Level 1<br>CenturyLink Network is completely inoperative or severely impacted resulting in no call delivery to PSAP CPE.                            | Begin trouble isolation and diagnostics upon detection with no more than two hours mean time to repair.       |
| Monday through Sunday<br>12:00 am to 11:59pm             | Level 2<br>CenturyLink Network is partially inoperative with one link or router still working providing 100% call delivery capability to each PSAP. | Begin trouble isolation and diagnostics within two hours of detection with no more than four hours to repair. |

**2. CenturyLink 9-1-1 Routing or ALI Delivery**

9-1-1 Routing and ALI Delivery Availability Performance Agreement is 99.999%. **This based on the routing and delivery of calls and ALI even when default or contingency routing or bypass procedures are invoked.**

**2.1. Severity Level 1**

| <b>9-1-1 Selective Routing and ALI Delivery</b>   | <b>Severity Level</b>  | <b>Notification Timeline</b>  | <b>Examples</b>   |
|---|--|---|---|
| Monday through Sunday<br>12:00 am to 11:59pm  | Level 1<br>Routing and ALI Delivery is completely inoperative or severely impacted where network or data communication problems on the CenturyLink system prevent CenturyLink from routing 9-1-1 calls or delivery of ALI. | CenturyLink will provide initial notification to affected PSAP and/or regional entity and the State 9-1-1 Program Manager as soon as possible within 30 minutes of the reported outage.<br><br>Regular status updates will be provided within every two hours until issue is resolved based on FCC Rules. | PSAP not receiving calls, audio is not working if even only intermittent calls, End office traffic is not able to reach PSAP, unable to deliver location and caller information, network hardware or circuit failure at PSAP or core node.. |
| Resolution procedure: CenturyLink will correct the service disruption or provide a procedure for customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, CenturyLink will provide the customer with an action plan for the development of the final resolution, and CenturyLink will continue resolution activity until full service is restored to the customer. |  |   |   |

**CENTURYLINK 9-1-1 AGREEMENT  
CENTURYLINK NG9-1-1 WITH MANAED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**

**2.2. Severity Level 2**

|   |   |   |  |
|---|---|---|--|
| Monday through Sunday<br>12:00 am to 11:59pm  | Level 2<br>9-1-1 Routing and ALI Delivery Services are severely or critically impaired, where major functions are operative but functioning with limited capacity or critical elements are no longer redundant. | CenturyLink will provide initial notification of the issue by contacting the affected PSAP, regional entity and 9-1-1 program manager as soon as possible within 30 minutes of a 50% or greater loss of trunk capacity or the identification of the service disruption. Regular status updates will be provided as mutually agreed upon between CenturyLink and the customer contact until the issue is resolved. | Examples: reduced incoming trunk capacity. |
| Resolution procedure: CenturyLink will correct the service disruption or provide a procedure for customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, CenturyLink will provide the customer with an action plan for the development of the final resolution, and CenturyLink will continue resolution activity until full service is restored to the customer. |   |   |  |

**3. A9-1-1 Network Availability**

|  |                   |   |
|--|-------------------|---|
| Mean Opinion Score (MOS)<br>(Provided by West) | 4.0               | The Mean Opinion Score (MOS) goal is 4.0. The network operations center (NOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the router if the MOS score dips below a specific value. If the MOS score drops to 4.00 or below, a Cisco Embedded Event Manager (EEM) script will failover the call to the alternate IP network instance with no impact to the quality of the call. The EEM will continue to monitor the "failed" path and will require 16 consecutive four-second tests scoring above a MOS of 4.0 in order to begin using the previous MPLS path. With this configuration, the system will consistently achieve greater than 4.0 MOS. |
| Jitter Threshold                               | Less than (20) ms | Jitter shall not exceed twenty (20) milliseconds.   |
| Packet Loss                                    | Less than 0.5%    | Monthly average packet loss between demarcation points not to exceed 0.5%.  |
| Network Availability                           | 99.999%           | Core network components are 99.999% for the Host/Remote core components up to the last serving PSAP Central Office (CO).  |



**CENTURYLINK 9-1-1 AGREEMENT  
CENTURYLINK NG9-1-1 WITH MANAED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**

**4. Host/Remote MPLS Network SLA**

|  |       |  |
|--|-------|--|
| VIPER Remote MPLS Circuit Availability | 99.9% | DS1 and higher bandwidths from the last PSAP serving CO to the VIPER remote sites is 99.9% |
| VESTA Remote MPLS Circuit Availability | 99.9% | DS1 and higher bandwidths from the last PSAP serving CO to the VESTA remote sites is 99.9% |

**5. Software, Hardware, and Firmware SLAs related to VIPER and VESTA Hosted/Remote Equipment**

|  |  |
|--|--|
| 9-1-1 Software Upgrades– Includes feature enhancements                   | CENTURYLINK will provide a minimum of (1) software upgrade per year for Airbus and West Host / Remote systems. These upgrades will be applied within (9) months from general availability and after they have been Approved For Use (AFU) by CENTURYLINK.  |
| 9-1-1 Software Upgrades and Patches– Software with primarily “bug” fixes | CENTURYLINK will install software upgrades or and patches as required to correct software defects as they are released by the software manufacturer and have been AFU by CENTURYLINK. Installation of all upgrades and patches will be installed within 90 days from AFU date.   |
| 9-1-1 Anti-Virus Definitions   | CENTURYLINK will install all Anti-Virus software definitions as these are released by each 9-1-1 system manufacturer. Anti-Virus definitions will be installed within 30 days of release.  |
| Operating System (OS) Patches and Service Packs                          | CENTURYLINK will install all OS security patches and/or service packs after each 9-1-1 manufacturer has tested and approved for deployment and CENTURYLINK has AFU. As OS patches and security updates can require PSAP downtime to apply, if and as required, schedule for installing OS security patches will be submitted within 30 days from AFU Date. |
| Hardware Refresh   | CENTURYLINK will refresh manufacturer supported Hardware components (equipment still supported by manufacturer) to support software as outlined above. CENTURYLINK will replace any end of support hardware on or before 15 days of manufacturer end of support date or upon a mutually agreed date.   |
| Firmware –   | CENTURYLINK will schedule or update any firmware as released by the manufacturer and within three (3) months after AFU certification as required to support delivered feature functionality.   |
| Operating System Upgrades -  | CENTURYLINK will install new workstation and server OS to support 9-1-1 system software as required. Timing will be dependent on when Software Upgrades are scheduled and will be done at that time.   |

**CENTURYLINK 9-1-1 AGREEMENT**  
**CENTURYLINK NG9-1-1 WITH MANAED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**

**6. i3 Functional Elements (Pass thru from West)**

|  |         |  |
|--|---------|--|
| <b>Transitional IPSR Solution = 99.999%</b>  |         |  |
| <p>The A9-1-1 IP Routing Service is architected to provide 99.999% availability to deliver 9-1-1 voice calls to the West A9-1-1 IP Routing demarcation point identified as the egress port for the A9-1-1 router located at each data center defined for this solution. This equates to a cumulative service downtime not to exceed 5.26 minutes per year.</p> <p>A9-1-1 IP Routing Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 Routing Service is unable to deliver 9-1-1 voice calls to the West A9-1-1 Routing demarcation point. The duration of the A9-1-1 Routing service downtime will be determined by data contained in the A9-1-1 Routing system log files. Isolation of the A9-1-1 IP Routing service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &amp;/or redundant connectivity).</p> <p>The A9-1-1 IP Routing Service includes the following components: IPSR, LNG, and BCF.</p> |         |  |
| ALI Service  | 99.999% | <p>The <b>A9-1-1 ALI</b> service is architected to provide 99.999% availability to deliver ALI response to the ALI demarcation point in response to an ALI bid. A9-1-1 ALI Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 ALI Service is unable to deliver ALI response to the ALI demarcation point. Isolation of the A9-1-1 ALI service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &amp;/or non-redundant connectivity).</p> |
| <b>i3 Solution Components = 99.999%</b>  |         |  |
| <p>The <b>A9-1-1 i3 Routing Service</b> is architected to provide 99.999% availability to deliver 9-1-1 voice calls to the West A9-1-1 i3 Routing demarcation point.</p> <p>A9-1-1 i3 Routing Service availability is measured by the cumulative number of minutes of downtime when the A9-1-1 Routing Service is unable to deliver 9-1-1 voice calls to the West A9-1-1 Routing demarcation point. The duration of the A9-1-1 Routing service downtime will be determined by data contained in the A9-1-1 Routing system log files. Isolation of the A9-1-1 i3 Routing service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &amp;/or redundant connectivity).</p> <p>The A9-1-1 i3 Routing Service includes the following components: LNG and ESRP and Location Data Management ECRF, LIS, &amp; CIDB Components.</p>   |         |  |
| <p>* Isolation of the A9-1-1 i3 ECRF, LIS, or CIDB service from PSAPs that occurs as a result of circumstances beyond West's Span of Control is not considered as West service downtime (e.g. Lack of last mile diversity or redundancy, customer provided network, customer dictated non-diverse &amp;/or non-redundant connectivity).</p>  |         |  |
| <p><b>Provisioning Components:</b> West's i3 provisioning components are architected to provide reliability as prescribed by the NENA i3 standard; and, where not specifically stated in the i3 standard, to be in compliance with the current direction of the NENA i3 working group. For example, West's i3 LVF services provisioning interface (LVF with Locology®) is designed to meet/exceed 99.9% availability. This is in concert with the direction from the NENA i3 working group. West</p>   |         |  |
| LVF Service  | 99.9%   | <p>The LVF is designed to meet/exceed 99.9% availability. Availability is determined as defined in NENA 08-506 section 3.4.</p>  |

**CENTURYLINK 9-1-1 AGREEMENT**  
**CENTURYLINK NG9-1-1 WITH MANAED 9-1-1 CPE SERVICE LEVEL AGREEMENTS**

**7. VIPER & VESTA Service Availability**

|       |         |   |
|-------|---------|---|
| VIPER | 99.999% | <p>The <b>A9-1-1 VIPER Service</b> will be 99.999% available to present 9-1-1 voice calls to call answering devices (i.e. Power 911) at the Customer PSAP, as measured by the cumulative number of minutes of downtime when the system is unable to deliver 9-1-1 voice calls to at least one endpoint. This equates to a cumulative system downtime not to exceed 5.26 minutes per year.</p> <p>Measurement Method: Down time starts when 9-1-1 voice calls cannot be delivered to any of Customer's call answering devices. The duration of the VIPER system downtime will be determined by data contained in the VIPER log files and provided in outage reports to the customer.</p>                               |
| VESTA | 99.999% | <p>The VESTA Distributed GEO Diverse System is architected to provide 99.999% availability to deliver 9-1-1 voice calls to answering devices (i.e. Vesta 911) at the Customer PSAP, as measured by the cumulative number of minutes of downtime when the system is unable to deliver 9-1-1 voice calls to at least one endpoint. . This equates to a cumulative service downtime not to exceed 5.26 minutes per year.</p> <p>Measurement Method: Down time starts when 9-1-1 voice calls cannot be delivered to any of Customer's call handling end points. The duration of the VESTA system downtime will be determined by data contained in the VESTA log files and provided in outage reports to the customer.</p> |

**8. CENTURYLINK CPE Response**

|   |   |   |
|---|---|---|
| CENTURYLINK CPE <u>Response Times</u> includes the following with our Agreement. CPE Response Time shall be defined as the amount of time expired between the time in which the issue is reported to the CENTURYLINK NOC to the time that a qualified technician is actively trouble shooting the issue either remotely or on-site. |   |   |
| Response Time Coverage  | 2 Hours<br><br>1.5 Hours for Maricopa and Pima County | Response Time Coverage - Seven (7) days per week, 24 hours per day, 365 Days of the year with a two (2) hour (maximum) response time to have a CENTURYLINK technician on site if related issue cannot be resolved remotely for all 9-1-1 related hardware, software, network repair/maintenance issues or events. This includes all Holidays.<br>Response Times for PSAPS in Maricopa Region and Pima County will be provided in a 90 minute (maximum) on-site response time. |
| Reporting Trouble   | 20 seconds  | One (1) 800 Number is provided to all PSAP's for both 9-1-1 Network and Equipment repair issues. The CENTURYLINK 9-1-1 NOC has a call-answering objective of answering 80% of all 9-1-1 calls with 20 seconds.  |
| System Spares   | NA  | CENTURYLINK maintains manufacturer recommended spares at (12) Arizona CENTURYLINK facilities.   |

## **9. i3 Availability**

Timing for delivery of i3 functionality cannot be guaranteed until the scope of the NENA ratified functionality is evaluated and the State of Arizona has determined a desire for that functionality. There are many items in the current i3 definition that Authorities have not yet requested and may not see fruition, some even potentially being eliminated in latter versions of i3. Our commitment is that "within 3 months of each NENA i3 version release, CENTURYLINK will provide a schedule for the incorporation of all applicable updates to each of its solution components. Updates to feature functionality for included core components will be provided no later than 18 months from each i3 version release and Customer determining a desire for the applicable functionality. Furthermore, CENTURYLINK will work with the State of Arizona to identify i3 functionality that the State desires to implement in a timely manner and provide date commitments for those items. With the intensive involvement of Airbus and West Standards Development Organization staff in the NENA development group, this good faith dialog with the State for desired functions would be on an informed basis.

## **10. End Of Support Routing Components – Commitment to Replace EOS Equipment**

Testing is currently being done to determine suitable devices for moving forward. As with any devices in the critical call delivery path, the target system availability is 99.999%. Specific device replacement make/model will be pending ongoing tests and if made a service offering, the specific devices will meet these Service Level Agreements. CENTURYLINK and West will replace any EOS equipment on or before 15 days of manufacturer end of support date or upon a mutually agreed date. This will be done at no cost to customer.

## **11. CENTURYLINK Legacy 9-1-1 Trunk Diversity and Service Reliability – Commitment for Diversity Design**

CenturyLink and West have worked together to create an environment where the traffic is more evenly distributed between the West ECMC's located in Englewood and Miami. CenturyLink and West are also working to distribute End Office (EO) traffic equally between West's Trunking Gateways (TGW) where feasible. For load balancing purposes, CenturyLink and West will separate the end office routing to the TWGs. The end offices in the Tucson LATA will use the Tucson TWG as the primary route with overflow trunks to the Phoenix TWG. Likewise, the end offices in the Phoenix LATA will route to the Phoenix TWG as the primary with overflow trunks to the Tucson TWG. Additionally, the TWGs will continue to load balance by alternately sending calls to each of the ECMCs.

## **12. Excused Downtime for all SLAs**

This Service Level Agreement will not apply, and no time or lack of Service availability will be calculated for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its vendors or agents under its control; (c) Force Majeure Events, as defined in the Agreement; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) improper or inaccurate network specifications provided by Customer.

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**

- **CENTURYLINK AIRBUS HOSTED VESTA STATEMENT OF WORK**
- **CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE IMPLEMENTATION**

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This Statement of Work ("SOW") is subject to the agreement between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and <CUSTOMER> ("Customer") under which Customer has agreed to the terms and conditions for purchase of installation, implementation and ongoing maintenance of NG911 equipment ("CPE") which was signed by Customer on <ENTER DATE the Agreement was signed> (the "Agreement"). Qwest Communications Company, LLC d/b/a CenturyLink QCC completed a name change to CenturyLink Communications, LLC on April 1, 2014. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Capitalized terms not defined herein are defined in the Agreement. **This SOW will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.**

Under this SOW CenturyLink will provide a professional services solution for implementation of NG911 Hosted CPE ("Project"). The Project might include a recommendation to purchase other CenturyLink products or services. CenturyLink will be the prime contractor for all services and products associated with this Project. For the support required under this SOW, CenturyLink will be working with Airbus ("Subcontractor"). Accordingly, references to "CenturyLink" in this SOW may or may not include Subcontractor as the context may require; provided, however, that Subcontractor is not a party to the Agreement or this SOW and as such any formal dispute or claim regarding this Project will be between Customer and CenturyLink. CenturyLink will be fully responsible for the performance of all work to be performed hereunder, which is dependent upon the accuracy of information provided by Customer, in accordance with the Agreement and this SOW.

CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of the Service or Work Product provided under this SOW, and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI such exposure is allowable under 45 CFR 164.502(a)(1)(iii). However, to the extent that CenturyLink is required to access PHI in the course of providing Services to Customer and acts in the capacity of a Business Associate, the parties' obligations will be governed by the Business Associate Addendum of the underlying Agreement.

## **1. Introduction**

This SOW sets forth the responsibilities of CenturyLink, Airbus and the PSAP Customer (CUSTOMER) for Airbus Managed Hosted Vesta Services implementation services and ongoing professional services described herein ("Services").

## **2. Services Overview**

CenturyLink, through Airbus, will provide Managed Hosted VESTA Services to the CUSTOMER for the solution which combines Airbus's Managed Hosted VESTA Services (also referred to as "Managed Hosted VESTA") with Airbus routers and network monitoring services; in conjunction with CenturyLink's transport services to provide an end-to-end 9-1-1 emergency call handling solution ("Managed Hosted VESTA Solution") for CUSTOMER.

### **2.1. Managed Hosted VESTA Hosted Call Handling**

#### **2.1.1 Managed Hosted VESTA Services**

Managed Hosted VESTA Service is purchased as part of a bundle from CenturyLink, along with West® A9-1-1 Routing Service and Location Data Management Service for CUSTOMER.

The Managed Hosted VESTA Services provide hosted call handling functionality over a system that includes VESTA, servers and workstations installed at each CUSTOMER PSAP. Airbus will provide and

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maintain redundant, regionally diverse systems for Managed Hosted VESTA Call Handling, including hosted VESTA. Hosted equipment will be located in CenturyLink's data centers. As part of Managed Hosted VESTA Services, Airbus provides, installs, configures core functions of, and monitors all required host end system components. Airbus also provides and configures core functions of all Airbus required PSAP based equipment ("CPE") including servers, position equipment and networking equipment (routers and switches). CenturyLink installs, maintains and provides on-site Airbus certified technicians for all CPE including servers, position equipment and networking equipment (routers and switches). CenturyLink and Airbus will work with each CUSTOMER to determine and implement initial VESTA configurations. CenturyLink will work with the end-users on any future desired configuration changes and will coordinate all such changes with Airbus as required. CenturyLink, though Airbus, will provide the CUSTOMER with the following services:

- ✓ Managed Hosted VESTA Services
- ✓ Installation of host end equipment
- ✓ Training

CenturyLink will provide the CUSTOMER with the following services as it pertains to Managed Hosted VESTA:

- ✓ During installation activities, CenturyLink will have primary responsibility for the following:
  - Project Management
  - Receipt and inventory of equipment at PSAPs
  - Installation of CPE including servers, position equipment and networking equipment.
  - Cabling
  - All telco facing coordination and installation activities (from the demark back)
- ✓ Project Surveys. These are to be completed by an Airbus Certified CenturyLink technician and the completed survey must be provided to the Airbus Project Manager within five business days of completion.
- ✓ Tier 1 Support

Work performed by the CUSTOMER outside of the above parameters will result in a voiding of warranty, cancellation of maintenance services, additional service fees, recertification, reinstatement or any of the above. Airbus authorizes CenturyLink Airbus Certified technicians to perform move, add and change orders without assistance from, but with coordination with, Airbus unless the activity includes the installation of a software upgrade. Upgrades will require coordination with Airbus and assistance as required to make necessary host end changes. Included in the permitted activities are installation of knowledge bases and feature releases not part of a software upgrade and installation of additional positions.

If CenturyLink is required to dispatch on-site to repair an issue caused by CUSTOMER, CenturyLink may invoice CUSTOMER for its related time and travel expenses.

### **2.1.2 Responsibility Matrix**

The following matrix outlines the responsibilities of each party for the Managed Hosted VESTA Services. Where both parties have been listed, the first-named party is lead, and this SOW more specifically defines the responsibilities of each party.

| <b>Task</b>                              | <b>Responsibility</b>           |
|--|---------------------------------|
| <u>Project Implementation</u>            |                                 |
| Project Management                       | CenturyLink with Airbus support |
| Project Plan for A9-1-1 Solution         | West/CenturyLink                |
| Managed Hosted VESTA System Architecture | Airbus                          |

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|   |                                 |
|---|---------------------------------|
| Managed Hosted VESTA Services Network Architecture  | Airbus                          |
| Network Architecture contained within the Managed Hosted VESTA Solution   | Airbus                          |
| Redundant MPLS Connectivity between the ECMCs, CenturyLink data center, and each CUSTOMER Facility– Establish and test connectivity | CenturyLink                     |
| CUSTOMER Facilities   | CenturyLink/CUSTOMER            |
| CUSTOMER Facility Site Preparation (floor space, power, etc.)   | CUSTOMER/CenturyLink            |
| CUSTOMER Facility Project Survey for Airbus Managed Hosted VESTA Services PSAP Equipment  | CenturyLink/Airbus              |
| Project Survey Analysis and Report  | Airbus                          |
| Project Survey Guideline and Documentation  | Airbus/CenturyLink              |
| Site Readiness as addressed in Project Survey Analysis and Report   | CenturyLink/CUSTOMER            |
| PSAP Data Collection, Configurations/Lists – Star Codes, Transfer, Contact List, etc.   | CenturyLink/Airbus/CUSTOMER     |
| Airbus Managed Hosted VESTA Services PSAP Equipment – Install and Maintain and CUSTOMER Facility                                    | CenturyLink                     |
| Airbus Managed Hosted VESTA Services PSAP Equipment – Provide and Stage   | Airbus                          |
| Managed Hosted VESTA Services Training  | Airbus                          |
| Pre-production and End to End Testing   | Airbus/CenturyLink/CUSTOMER     |
| Develop Migration plan and execute Migration Testing  | Airbus/<br>CenturyLink/CUSTOMER |
| Managed Hosted VESTA Services Production Turn-up  | Airbus/<br>CenturyLink/CUSTOMER |
| MIS Reporting   | CUSTOMER                        |
| Managed Hosted VESTA Services– Monitoring   | Airbus/CenturyLink              |
| Managed Hosted VESTA Services - Tier 1 Maintenance  | CenturyLink                     |
| Network Monitoring and Maintenance  | Airbus/CenturyLink              |
| Managed Hosted VESTA Services Upgrades  | Airbus/CenturyLink              |
| Managed Hosted VESTA Services Log storage and backups   | Airbus/CenturyLink              |
| Problem Reporting   | CenturyLink/CUSTOMER/Airbus     |
| Problem Triage and Resolution   | CenturyLink/Airbus/CUSTOMER     |
| Airbus Managed Hosted VESTA Services Network Capacity Management  | Airbus                          |
| MPLS Network Capacity Management  | Airbus                          |
| Managed Hosted VESTA Solution Network Capacity Management   | Airbus                          |

**Table 1: Responsibility Matrix**

### 2.1.3 Scalable, IP-Based Solution

Managed Hosted VESTA Service leverages Session Initiation Protocol (“SIP”) technology.

Managed Hosted VESTA Services provides CUSTOMER PSAPs with:

- ✓ No upper limit in regard to number of End-users



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- ✓ A networked model that integrates data and voice traffic
- ✓ Implementation of call queues to meet call taker distribution needs

**2.1.4 Configurable Call Distribution and Integrated Automatic Call Distribution (“ACD”) Features**

Managed Hosted VESTA Services provide a configurable layering of options and features for call distribution within each CUSTOMER and between other PSAPs (Other PSAPs must be on the Managed Hosted VESTA Services Platform) as necessary for backup scenarios.

Managed Hosted Services support **Shared Call Appearance (SCA)**, where call takers can answer a call on a Shared Call Appearance.

Managed Hosted VESTA Services support Multiple ACD algorithms (If Activated):

- ✓ **Ring All:** Directs the call to all available call takers in the group
- ✓ **Circular:** the call to the next available call taker in round robin fashion within the group.
- ✓ **Linear:** Directs the call to the first available call taker within the group with the highest priority setting.
- ✓ **Longest Idle:** Presents the call to the longest idle call taker in the group.

Managed Hosted VESTA ACD provides multiple features:

- ✓ **ACD Queue:** Allows lines and trunks to be assigned to specific queues. Each agent of the Customer can be a member of one or more ACD queues. Customer's agent will receive a call from a queue when they are logged on and ready.
- ✓ **Customer Agent Priority:** Allows a priority to be assigned to each Customer agent in a queue.
- ✓ **Queue Recorded Announcement:** A PSAP-recorded announcement can be played at intervals to callers waiting in a queue.
- ✓ **Not Ready:** Allows Customer's agents to complete tasks from a previous 9-1-1 call before a new call is presented.
- ✓ **Auto Answer:** The console automatically answers an ACD-routed call. The Auto Answer feature contains a headset detection for console ACD ready state option. When this option is enabled, the console immediately enters a Not Ready state for ACD calls when the call taker unplugs the headset from the jackbox. After the call taker plugs the headset into the jackbox, the Ready button must be clicked to enable the call taker to receive ACD calls again.

**2.1.5 VESTA Workstations**

Managed Hosted VESTA Services include workstations that provide agents with on-screen call control of emergency and administrative calls. All workstations will be considered Managed Hosted VESTA Services PSAP Equipment.

VESTA also provides the following user features:

- ✓ **Warm or blind one button transfers.**
- ✓ **Distinctive ring tones** on a per line basis, for audible line ringing identification.
- ✓ Multiple **conferencing features**, including adding and dropping participants and quick visualization of the conference through the conferencing window.
- ✓ Manual and **automatic ALI re-bid** and incorrect location reporting.

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- ✓ Personal, shared and **multiple line appearances** that use color, icons and call status elements to offer fast identification and quick call status information to users.
- ✓ Configured to automatically forward admin line traffic according to business rules.
- ✓ **Greetings manager** which allows call takers to create and manage automated messages. VESTA 9-1-1 also offers a system wide automated messaging for specific queues.
- ✓ A high capacity of entry contacts and **speed dial** system for one click speed dial, contacts may be search at the simple or advanced level for the fastest lookup. Additionally through intelligent speed dialing and selective transfer agencies, speed dials are automatically displayed and dialed based on ESN.
- ✓ **A Configurable ALI display**
- ✓ **Instant Recall Recorder (IRR) & IRR Retrieval:** Instant Recall Recorder (IRR) is a telephony, radio, and microphone-based message recording and recorded message handling device. Customer's agents can play back recently completed calls.
- ✓ **Integrated TTY** via Baudot with pre-programmable messages and HCO/VCO capabilities.

The VESTA User Interface offers custom layouts. These layouts can be designed to meet the requirements of each PSAP, as well as each user role. When Users log into to a selected role, the layout optimized for that role is automatically loaded/displayed. PSAP Administrators create highly functional layouts for each role using a large library of icons, custom colors, fonts, window layouts etc.

CenturyLink or Airbus will provide and install intelligent workstations at each CUSTOMER facility.

- ✓ Two LCD monitors per position – brands as determined by CenturyLink and Airbus. Additional monitors, per application, will be supported at the request of the CUSTOMER. Touch screen monitors are not currently supported.
- ✓ Each position will be adjusted to the electrical characteristics of a given handset or headset model. As such, in PSAPs where multiple models are used, the CUSTOMER will be responsible for ensuring the handset or headsets are only used at the positions specifically adjusted for those models.
- ✓ A Handset
  - The CUSTOMER may elect to provide headsets for selected positions. Any headset used on the system must be approved by Airbus for compatibility. A current list of approved headsets is available upon request.

CenturyLink or Airbus will provide, install and maintain one current model color laser printer at each CUSTOMER facility. The CUSTOMER will be responsible for ink, toner and paper.

## **2.1.6 Managed Hosted VESTA Service Responsibilities**

### **2.1.6.1 Point of Contact**

Airbus Responsibility:

Airbus will provide a Program Manager for CenturyLink and CUSTOMER who will act as the Single Point of Contact ("SPOC") with West for the A9-1-1 Routing, A9-1-1 Location Data Management service, and for the Managed Hosted VESTA planning and deployment phases. Individual project managers may also be assigned by Airbus for each of the functions above as a support for the SPOC.

CenturyLink Responsibility:

CenturyLink will designate a project manager as the single point-of-contact for the CUSTOMER for all planning and deployment phase activities for the services.

### **2.1.6.2 Project Management and Detailed Project Plan**

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK AIRBUS HOSTED VESTA STATEMENT OF WORK**

**Airbus Responsibility:**

Airbus will provide project management for all Airbus Managed Hosted VESTA responsibilities under this SOW. Airbus will co-ordinate with CenturyLink in developing an integrated Managed Hosted VESTA Solution project plan for transition activities. The Managed Hosted VESTA Solution project plan will include milestones for each project phase and will be updated over the course of the project as mutually agreed upon by all parties. Airbus will support CenturyLink in their CUSTOMER project management efforts.

Airbus will provide support personnel to complete Airbus responsibilities in a timely manner as set forth in the project plan. Airbus will be responsible for all travel expenses for Airbus personnel.

**CenturyLink/CUSTOMER Responsibility:**

CenturyLink will provide project management for the CUSTOMER for all Managed Hosted VESTA responsibilities of CenturyLink under this SOW.

The CUSTOMER will provide support personnel to complete all responsibilities of the CUSTOMER under this SOW in accordance with the mutually agreed upon final project plan.

**2.1.7 Managed Hosted VESTA Configurable Attributes**

**Airbus Responsibility:**

Airbus will work with the CUSTOMER to create a data collection form to support the information required to configure Managed Hosted VESTA for the CUSTOMER PSAP.

**CenturyLink/CUSTOMER Responsibility:**

CenturyLink and the CUSTOMER will provide Airbus with a complete list of configurations for the CUSTOMER PSAP in accordance with the detailed project plan.

**2.1.8 Workstations**

**Airbus Responsibility:**

Airbus will install and monitor each Workstation. The Airbus Network Operations Center (NOC) captures alarms on all Airbus provided equipment including the CUSTOMER equipment including the workstations.

**CUSTOMER Responsibility:**

The CUSTOMER will provide the following space for each workstation:

- ✓ 7" x 17" x 15" either on or under the desktop
- ✓ 18" x 10" x 21" on the desktop for each monitor

The CUSTOMER will provide power, ground, and environmental controls for the workstations to be installed at each CUSTOMER Facility as follows:

- ✓ HVAC - Each Call taker and Supervisor workstation position with two 22" Monitors will dissipate a maximum of 1950 BTUs per/hour.
- ✓ A minimum of two 15-ampere circuits (20A recommended) to provide diverse power for the workstations. Each circuit must be wired to an individual circuit breaker. Each circuit must provide two fourplex outlets with individual hot, neutral and ground wires at a position location. One 15-ampere circuit can support up to three workstations, if there are more than 6 positions, additional dedicated circuits must be installed, one additional for each three workstations. Workstations should be distributed evenly across the circuits. Circuits for workstations should be connected to UPS.
- ✓ Additional circuits may be required for other non-emergency equipment.
- ✓ Each position should be prepared with two (4 x 120 VAC) outlets as follow:
  - Two power receptacles for monitors
  - One Power connector for the PC (NEMA 5 15P)

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK AIRBUS HOSTED VESTA STATEMENT OF WORK**

- One additional power receptacle for miscellaneous

## **2.1.9 CUSTOMER PSAP Training**

Airbus Responsibility:

### **2.1.9.1 Admin Training**

Airbus is providing (1) Train the Trainer (TTT) Sentinel Admin class, (1) Activity View Admin class, (1) Vela Admin class, (1) DataSync Admin class, per PSAP. Airbus is utilizing a Train the Trainer approach for all end user Agent training.

### **2.1.9.2 Train the Trainer Training – Agents**

Airbus will provide one (1) TTT Agent class per year. These classes will be hosted in Arizona at a customer or CenturyLink facility to be determined. Attendees can be either CenturyLink associates or CUSTOMER PSAP designates. Train the Trainer classes will cover all Agent topics as well as tips to train the call takers specific to the PSAP.

### **2.1.9.3 Cutover coaching**

Supplied whereby a Airbus trainer will be on site on the floor of the PSAP on the day of the cutover to answer any questions and or assist the call takers as they transition to the new system.

### **2.1.9.4 Quarterly Webinars**

Airbus's training department will develop a value added free quarterly webinar based service to review what's new, answer questions, etc. Topics are TBD, but might include:

- ✓ Major System Changes
- ✓ New Features
- ✓ Important need to know information

## **2.1.10 Production Turn-up**

Airbus Responsibility:

Airbus will work with CenturyLink and the CUSTOMER to mutually agree on a Testing and Production Migration Plan. The Testing and Production Migration plan will cover pre-production end to end testing and production testing with CenturyLink and the CUSTOMER, and deployment. During pre-production testing, technical support will be provided during Airbus Normal Business Hours. System testing and the production migration for each CUSTOMER PSAP will be implemented according to the detailed project plan.

CenturyLink/CUSTOMER Responsibility:

CenturyLink and the CUSTOMER will work with Airbus to execute testing of the Managed Hosted VESTA Call handling system in accordance with the detailed project plan. CenturyLink will provide onsite support during the Production Turn-up at the CUSTOMER Facility.

## **2.1.11 Monitoring, Maintenance, and Support**

CenturyLink /CUSTOMER Responsibility:

CenturyLink will perform maintenance and software/equipment upgrades at the PSAP location for Managed Hosted VESTA Services.

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK AIRBUS HOSTED VESTA STATEMENT OF WORK**

CenturyLink will provide On-site Support Services by Airbus certified technicians to assist with issues that require System expertise in troubleshooting and restoration at the End-User's location.

On-Site Support Service includes:

Dispatch a technician to End-User's site when the issue cannot be resolved remotely.

- ✓ When on-site, assist End-User in performing System diagnostics.

For On-Site Support Services the CUSTOMER will:

- ✓ Brief on-site CenturyLink technician on issue(s) and actions taken.
- ✓ Allow CenturyLink both on-site and remote access to the System. Remote access is made utilizing a secure VPN to each site.
- ✓ Validate issue resolution prior to close of the case.
- ✓ Cooperate with CenturyLink and perform all acts that are reasonable or necessary to enable CenturyLink to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles.

Airbus Responsibility:

Airbus will provide application level monitoring for Airbus provided network elements. Airbus will monitor the Managed Hosted VESTA systems including network elements, backroom equipment and workstations.

Airbus will provide Remote Technical Support to CenturyLink's Network Reliability Operations Center (NROC) for the Airbus System. Help desk support is available 24/7 through both a toll free hotline and a secure End-User Internet portal. All service inquiries are tracked.

Requests made for Airbus personnel onsite will be made available to CUSTOMER at an additional cost.

#### **2.1.12 Software Release Updates**

Airbus Responsibility:

Application software and firmware program updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Airbus, based upon the impact of the change to the core functionality of the product. Customers will be notified by an Airbus Product Change Notice, of all application software and firmware program updates, which occur within the term of the Service. The Customer shall then contact CenturyLink, who in turn will contact Airbus to order the update at no additional charge provided that the Service is in effect. Application software and firmware program updates will roll into the existing Service, thereby not extending the term of the Service. Any change in the two numbers following the decimal point within the product version number constitutes an application software program update (for example a change from product version 1.10 to 1.20, or 2.11 to 2.12, or 3.20 to 3.30 et. al. will represent an application software program update). A change from PSC15 version A to PSC15 version B will represent a firmware program update.

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE**  
**IMPLEMENTATION**

## **1.0 Overview**

This Statement of Work describes the hardware, software, and services that CenturyLink will deploy and build out as the necessary CenturyLink infrastructure to support the State of Arizona PSAP's Managed NG9-1-1 and Customer Premise Equipment (CPE) solution (call answering equipment). The network resulting from this SOW will be used exclusively for the benefit of 9-1-1 Centers in the State of Arizona, and may benefit 9-1-1 Centers in other counties or parts of the State that Customer is not located. CenturyLink will solely and exclusively own and license any of the hardware, software, and services that are implemented under this SOW, and the infrastructure will be used to provide services on a subscription or license basis for a defined term to Customer as described in an Agreement between CenturyLink and Customer.

## **2.0 Network Components**

CENTURYLINK will install and/or provision the following network components to support the core functions of the NG9-1-1 and CPE infrastructure. CENTURYLINK will provide all hardware, software, and services to build out all network components. This includes:

- Emergency Services (ES) trunks from the four (4) Arizona CENTURYLINK legacy selective routers to one of two (2) Legacy Network Gateways (LNG)
- At each LNG, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for LNG to ECMC (Emergency Communications Management Center) connectivity
- A 1Gig point-to-point circuit between the two Arizona LNGs
- At each ECMC, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for LNG to ECMC connectivity
- At each ECMC, two (2) diverse 1Gig circuits to VIPER host systems for NG9-1-1 IP SIP call delivery from the IP Selective Router (IPSR) or i3 functional components to VIPER host
- Provisioning, through the West WAN, of VIPER node to node connectivity between the ECMC
- At each ECMC, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for NG9-1-1 IP SIP call delivery from the IPSR or i3 functional components to VESTA host
- Two (2) 1Gig point-to-point layer 2 circuits for connectivity between each VESTA core
- At each ECMC, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for VIPER Host to Remote connectivity
- At each VESTA host site, two (2) diverse 1Gig CenturyLink IQ™ Private Port circuits to the CENTURYLINK MPLS cloud for VESTA host to remote connectivity
- At each VESTA host site, one (1) CenturyLink IQ™ Internet Port circuit to the CENTURYLINK MPLS cloud for VESTA to Airbus NOC connectivity and CENTURYLINK VPN access
- At the Airbus NOC, two (2) CenturyLink IQ™ Internet Port circuit to the CENTURYLINK MPLS cloud for VESTA to Airbus NOC connectivity
- Two (2) diverse CenturyLink IQ™ Private Port circuits from the CENTURYLINK MPLS cloud to Phase I PSAPs for VIPER or VESTA host to remote connectivity
- CENTURYLINK will provide all routers, network switches, firewalls, and gateways required for network connectivity

## **3.0 Legacy Network Gateway (LNG)**

CENTURYLINK will provide, install and/or provision the following NG9-1-1 components at each Legacy Network Gateway (LNG):

- Required space in two (2) LNG Data Centers for equipment hardware
- Rack space, racks, and protected AC power in data centers
- Gateways installed at each LNG to convert analog CAMA trunks to IP SIP trunks
- Routers and firewalls
- Terminal Servers
- Network Monitoring and Managed Services hardware and applications
- All Network components from Section 1.0

## **4.0 Emergency Communication Management Center (ECMC)**

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE**  
**IMPLEMENTATION**

CENTURYLINK will provide, install and/or provision the following NG9-1-1 and CPE components at each Emergency Communications Management Center (ECMC)

- Required space in two (2) ECMC Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all ECMC equipment including Internet Protocol Selective Router (IPSR).
- Event Logging Services
- Clear View Reporting Services
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0

#### **5.0 VIPER Host Sites**

CENTURYLINK will provide, install and/or provision the following VIPER CPE components at each Emergency Communications Management Center (ECMC)

- Required space in two (2) ECMC Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all VIPER equipment
- All VIPER Geo Diverse Multi-Node host servers, software, applications, and gateways
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0
- All costs for required security equipment
- NMS Monitoring Probes – Used to conduct service level measurements for end-to-end VoIP (SIP) call testing

#### **6.0 VESTA Host Sites**

CENTURYLINK will provide, install and/or provision the following VESTA CPE components at each VESTA Host Location

- Required space in two (2) VESTA Host Data Centers for equipment hardware
- Rack space, racks, and protected AC power for all VESTA equipment
- All VESTA Distributed Geo Diverse host servers, software, applications, and gateways
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0
- All costs for required security equipment
- NMS Monitoring Probes – Used to conduct service level measurements for end-to-end VoIP (SIP) call testing

#### **7.0 Phase I PSAP Remote Sites**

CENTURYLINK will provide, install, and/or provision the following CPE components at each remote PSAP site:

- Required racks for network components
- Extend D-Marks to customer's equipment room
- Provide and install network routers, firewalls, and switches as required
- Network Monitoring and Managed Services hardware and applications
- All Network components for Section 1.0

#### **8.0 Network Operations Centers (NOC)**

Included in this SOW is all cost for CENTURYLINK, West, and Airbus-DS to build out the required NOC infrastructures. This may include placement of hardware, reconfiguration of existing hardware and/or software, remote monitoring services for network and CPE components, and reporting engines to meet requirements as described in the CENTURYLINK Service Exhibit.

#### **9.0 Testing**

CENTURYLINK will test all infrastructure core components before turning up PSAPs. This will include:

- Test all IP network elements to validate meets or exceeds network metrics
- Test all ES trunks for proper routing and voice quality
- Test and validate system monitoring for core infrastructure is working

**CENTURYLINK 9-1-1 AGREEMENT**  
**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS**  
**CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE STATEMENT OF WORK FOR INFRASTRUCTURE**  
**IMPLEMENTATION**

- Test VPN remote access is working
- Example of pre-testing to be performed:
- Test Setup
    - Two (2) test trunk groups will be created, one for routing to VIPER system and other for routing to VESTA position
    - Test positions will be installed for each NG9-1-1 system
  - Test 9-1-1 calls will be placed to measure the following
    - Call routed to the proper 9-1-1 system, VIPER or VESTA
    - ANI and ALI were sent and received
    - Voice quality and MOS scores will be tested and measured
    - Transfer to legacy PSAP was successful including ANI and ALI
    - Transfer from legacy PSAP was successful including ANI and ALI

**Note:** Testing above is for critical NG9-1-1 call delivery to the host system. Further in depth Host to Remote PSAP testing will be conducted for each PSAP as it is being installed and prepped for system turn-up.

**10.0 Deliverables**

- Detailed Network Design for:
  - LNG
  - ECMC
  - VIPER Geo Diverse Multi Node Host
  - VESTA Geo Diverse Host
- Testing Results – Written report detailing the successful pre-testing from section 9 of the NG9-1-1 infrastructure before making the system active.

**11.0 Schedule and Milestones**

The below list consists of the milestones identified for the implementation of this Statement of Work:

| <b>Milestone</b> | <b>Description</b>   | <b>Start Date</b> | <b>Stop Date</b> |
|------------------|--|-------------------|------------------|
| 1                | <b>Agreements Completed</b> - Infrastructure SOW and Infrastructure Agreement signed and completed | TBD               | TBD              |
| 2                | <b>Definition Phase</b>  | TBD               | TBD              |
| 3                | <b>Architecture Phase</b>  | TBD               | TBD              |
| 4                | <b>Integration Phase</b>   | TBD               | TBD              |
| 5                | <b>PSAP and Host Orders and Installation</b>   | TBD               | TBD              |
| 6                | <b>Deployment Phase</b>  | TBD               | TBD              |
| 7                | <b>Maintenance Phase</b>   | TBD               | TBD              |



## CENTURYLINK 9-1-1 AGREEMENT

### ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM

#### Definition of Terms

| Term             | Definitions   |
|------------------|---|
| <b>ALI</b>       | Automatic Location Identification   |
| <b>BGP</b>       | Border Gateway Protocol   |
| <b>CAD</b>       | Computer Aided Dispatch   |
| <b>CAMA</b>      | Centralized Automatic Message Accounting  |
| <b>CDR</b>       | Call Detail Record  |
| <b>CE</b>        | (Customer Edge) MPLS Router at customer site. CENTURYLINK will provide this equipment with the Managed 9-1-1 Solution |
| <b>CPE</b>       | Customer Provided Equipment   |
| <b>CUG</b>       | Closed User Group   |
| <b>DDOS</b>      | Distributed Denial of Service Attack  |
| <b>Diversity</b> | Two paths with no single point of failure with two complete entrance facilities                                       |
| <b>DOS</b>       | Disk Operating System   |
| <b>ECMC</b>      | Emergency Call Management Center. Location of IP Selective Router, i3 functional elements, and VIPER Hosts            |
| <b>ECRF</b>      | Emergency Call Routing Function   |
| <b>ELT</b>       | English Language Translations   |
| <b>EM Trunk</b>  | Emergency Management Trunk  |
| <b>EO</b>        | End Office  |
| <b>ES Trunk</b>  | Emergency Services Trunk  |
| <b>ESInet</b>    | The network the i3 architecture runs on   |
| <b>ESN</b>       | Emergency Services Number   |
| <b>ESQK</b>      | Emergency Service Query Key   |
| <b>ESRD</b>      | Emergency Services Routing Digit  |
| <b>ESRK</b>      | Emergency Service Routing Key   |
| <b>ESSID</b>     | Electronic Switching System Identification  |
| <b>FW</b>        | Frequency Modulation  |
| <b>Gateway</b>   | Gateways are used to convert legacy TDM (Time Division Multiplexing) voice calls to IP                                |
| <b>GIS</b>       | Geographic Information Systems  |
| <b>GPS</b>       | Global Positioning System   |
| <b>GUI</b>       | Graphical User Interface  |
| <b>HSRP</b>      | Hot Standby Router Protocol   |
| <b>ILEC</b>      | Independent Local Exchange Carrier  |
| <b>IP</b>        | Internet Protocol   |
| <b>IPP</b>       | IP Precedence   |
| <b>IPSR</b>      | IP Selective Router   |
| <b>IQ MPLS</b>   | IQ MPLS Private Port - CENTURYLINK Product name for a private MPLS network.   |
| <b>KVM</b>       | Keyboard, Video, and Mouse  |
| <b>LATA</b>      | Local Access and Transport Area   |
| <b>LNG</b>       | Legacy Network Gateway - Interfaces between the legacy network and the ESInet   |
| <b>LSR</b>       | Legacy Selective Router   |
| <b>LSRG</b>      | Legacy Selective Router Gateway   |
| <b>LVF</b>       | Location Validation Function  |
| <b>MOA</b>       | Memorandum of Agreement   |
| <b>NGAP</b>      | Next Gen Aggregation Point  |
| <b>NPD</b>       | Numbering Plan Digit (1 digit number assigned to represent an area code. Example: 2 = 602, 3 = 520)                   |
| <b>OAM</b>       | Operations, Administration and Management   |
| <b>PE</b>        | (Provider Edge) CENTURYLINK network equipment used to provision its IP Network  |
| <b>PGM</b>       | PSAP Gateway Manager  |
| <b>POP</b>       | Point of Presence - an artificial demarcation point where servers, routers, and other devices are located             |

**CENTURYLINK 9-1-1 AGREEMENT**

**ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS  
CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE  
OF ARIZONA 9-1-1 SYSTEM**

|                         |  |
|-------------------------|--|
| <b>PSAP</b>             | Public Safety Answering Point  |
| <b>QoS</b>              | Quality of Service   |
| <b>RCL</b>              | Regional Co Location - Now referred to as LNG  |
| <b>RFAI</b>             | Request for Assistance Interface   |
| <b>RTT</b>              | Real Trip Time   |
| <b>SBC</b>              | Session Border Control<br>(Session Initiated Protocol) – The protocol used for initiating, managing, and   |
| <b>SIP</b>              | terminating VoIP traffic over an IP network  |
| <b>SLA</b>              | Service Level Agreement  |
| <b>SR</b>               | Selective Routing  |
| <b>SRDB</b>             | Selective Routing Database   |
| <b>SS7</b>              | Signaling System 7   |
| <b>TDM</b>              | Time Division Multiplexing   |
| <b>TG</b>               | Trunk Group  |
| <b>TN</b>               | Telephone Number   |
| <b>TSP</b>              | Telecommunication Service Provider - TSP means a provider of wireline, wireless,<br>VoIP, MLTS (shared tenant or PBX providers) or any other service provider permitting<br>its End Users of such technology to access a PSAP by dialing the digits 9-1-1 and<br>having the applicable 9-1-1 Governing Authority's approval to access said PSAP(s).<br>TSP for the purpose of this Agreement includes, but is not limited to, all ILECs,<br>CLECs, CMRS, VoIP or other service providing entities requiring access to West<br>Comm's Intelligent Emergency Network®. |
| <b>TSS<br/>Database</b> | Transaction Services System – A data management system developed by West that<br>processes and maintains data for ALI retrieval and selective routing for enhanced 9-1-<br>1 systems.  |
| <b>VoIP</b>             | Voice over IP  |
| <b>VPN</b>              | Virtual Private Network - a logical private network running over 1 physical connection.  |
| <b>RRRP</b>             | Virtual Router Redundancy Protocol   |

## **CENTURYLINK 9-1-1 AGREEMENT**

### **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

#### **1.0 NEXT GEN 9-1-1 ROUTING SERVICES OVERVIEW**

CENTURYLINK's Next Gen 9-1-1 Routing is a specialized managed network for processing 9-1-1 calls from both traditional voice and non-traditional voice and data networks. Next Gen 9-1-1 Routing provides traditional selective routing functionality and IP-enabled interface alternatives. Next Gen 9-1-1 Routing is a service for the routing and delivery of 9-1-1 calls from end office, central office, control office, mobile switching center, and IP-enabled interface alternatives (hereafter collectively referred to as "End Office") to STATE designated PSAPs over a CENTURYLINK IQ MPLS Private Port, rather than routing such calls through the ILEC's selective router. Next Gen 9-1-1 Routing includes the delivery of ANI and supports 8 (NPD+7) or 10 digits. Next Gen 9-1-1 Routing service requires the input of selective routing database (SRDB) updates from the database management system. Other SRDB data sources are anticipated in the future. As such, all TNs/ESRKS/ESRDs/ESQKs as well as all such pseudo ANI schemas which may be propagated via the NENA recommended standards or any national standards body, routed with the Next Gen 9-1-1 Routing solution must be available to CENTURYLINK database management services as set forth in this Technical document.

Next Gen 9-1-1 Routing allows for specific call routing rules to be defined by CENTURYLINK. These include, but are not limited to:

- Selective Routing
- Trunk Only Routing
- PSAP Abandonment Routing
- Alternate Routing
- Default Routing
- Any other optional routing functionality that may become available through Next Gen 9-1-1 Routing services

PSAPs will work with CENTURYLINK to define and manage the PSAP's routing rules during the data gathering stage of the implementation. If PSAP or CENTURYLINK determines that changes need to be made, CENTURYLINK will make these changes without disruption of service.

#### **2.0 INCREMENTAL ALI MANAGEMENT SERVICES**

IPSR Routing service requires the input of SRDB updates from the TSS database management system. As such, all TNs/ESRKS/ESRDs/ESQKs that are to be routed with the Next Gen 9-1-1 Routing solution must be managed through the TSS database management services.

##### **2.1 ALI TO ALI STEERING FOR WIRELINE 9-1-1 CALLS**

As part of Next Gen 9-1-1 Routing services, CENTURYLINK will initiate communications with non-CENTURYLINK ALI providers for ALI to ALI steering via CENTURYLINK provided IP connectivity. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

CENTURYLINK acknowledges that ALI to ALI steering covered by this Technical document will only address the steering scenarios defined in Section 2.1.

CENTURYLINK acknowledges that coordination will be required between CENTURYLINK and other 9-1-1 service providers in the assignment and on-going management of English Language Translations ("ELTs") (ESN/ESSIDs). Without this coordination, the ELTs may not work properly. CENTURYLINK cannot guarantee the cooperation of other 9-1-1 service providers.

In the event that there are multiple 9-1-1 service providers in the area, CENTURYLINK will initiate efforts to work with these service providers to identify the appropriate method of obtaining the ALI data.

The following ALI to ALI steering scenarios are not covered by this Technical document (see Section 2.2, Out-of-Scope requests):

- The non-CENTURYLINK ALI system does not support ALI to ALI steering.
- The non-CENTURYLINK ALI system ALI to ALI interface does not meet the CENTURYLINK interface specification.
- The selective router (SR) owner differs from the ALI owner.

## **CENTURYLINK 9-1-1 AGREEMENT**

### **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

- The PSAP is served by multiple SRs, but trunk number sent in each wireline ALI Query does not correspond to the SR.
- The PSAP receives transferred calls from multiple Non-CENTURYLINK PSAPs served by different non-CENTURYLINK ALI systems, but multi-steering rules cannot be configured to distinguish which non-CENTURYLINK ALI to query.

#### **2.2 OUT-OF-SCOPE REQUESTS**

PSAP requests that are beyond the scope of the deliverables outlined in this Technical document will require an enhancement request to CENTURYLINK. CENTURYLINK will reply using the Document of Understanding ("DOU") form outlining PSAP's request and CENTURYLINK's proposed solution. CENTURYLINK will respond in writing, as needed.

#### **2.3 ENHANCEMENTS FOR NEXT GEN 9-1-1 DATA PSAPs**

CENTURYLINK will complete and maintain Next Gen 9-1-1 Data and ALI-M enhancements to support ALI to ALI steering for PSAPs using Next Gen 9-1-1 Data

#### **3.0 PS/ALI**

The PS/ALI product will allow Private Switch or Centrex End Users within the CENTURYLINK region to manage Private Switch Subscriber information specifically allowing the Private Switch or Centrex End Users to create and update Private Switch Subscriber records with detailed station-level location information. The Private Switch detailed, station-level Subscriber information will be available to the PSAP during a 9-1-1 call to allow emergency responders to know the location of the calling party from a Private Switch system in a large or multi-building facility. These services are governed by this Technical document. Charges for these services will be handled in the following ways:

- Existing CENTURYLINK PS/ALI customers that are converted to a 9-1-1 routing that require CAMA trunks to be moved to the West LNG will be converted at no charge and monthly port fees will be waived
- New CENTURYLINK PS/ALI customers will require the appropriate network security measures in place, at no cost to West.
- New CENTURYLINK PS/ALI customers that require CAMA trunks to be terminated on the West LNG will be charged PS/ALI fees as stated in the tariff.

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#### **4.0 NEXT GEN 9-1-1 ROUTING INFRASTRUCTURE**

The Next Gen 9-1-1 Routing infrastructure is comprised of redundant, regionally diverse facilities that process an inbound emergency call and successfully presents the emergency call to the PSAP. The current infrastructure design is as follows: call enters the CENTURYLINK Next Gen 9-1-1 Routing network from the End Office (EO) through at least a pair of Legacy Network Gateways (LNGs) and, utilizing a set of pre-determined routing rules, is presented over a private iQ MPLS private port to the PSAP. Next Gen 9-1-1 Routing has the ability to deliver the emergency calls to the PSAP as 8 or 10 digit ANI using one of two methods, depending on the capabilities of the PSAP's Customer Premise Equipment. These methods are:

- Receipt of EO traffic over SS7, CAMA, PRI and/or IP
- Receipt and delivery of Selective Router Traffic (Call transfers and call handoffs) over SS7.
- Delivery over the private iQ MPLS private port and at the PSAP site, converting the signaling back into CAMA through the provided PSAP Gateway Managers (PGMs), using standards specified in NENA 04-001.
- Delivery over the iQ MPLS private port directly to the PSAP's CPE. The CPE must be capable of accepting emergency voice calls over IP and has been validated to be compatible with CENTURYLINK's Request for Assistance Interface (RFAI), West's ESRP Terminating Interface for A9-1-1 or Airbus specifications.
- As PSAPs migrate from CAMA deployments to SIP, the connectivity model will change. As part of SIP deployment, the PSAP's connectivity will go through additional network management and security devices (such as Session Border Controllers and Firewalls). This connectivity model change will not cause a change in the cost to CENTURYLINK and/or the PSAP.

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- ISDN PRI to the PSAP is not currently supported.

## **5.0 CENTURYLINK NEXT GEN 9-1-1 NETWORK DESIGN**

Following the execution of the Agreement, CENTURYLINK and PSAP will finalize the detailed design of the Next Generation 9-1-1 call routing network delivering emergency calls to the PSAP.

CENTURYLINK will authenticate all other third-party service provider's data applications through CENTURYLINK infrastructure. Furthermore, the Parties will incorporate into this Technical document a mutually agreed upon Statement of Work defining (i) CENTURYLINK's suite of Next Gen 9-1-1 Service data applications, and (ii) the Parties' roles, responsibilities and obligations regarding said applications. The Statement of Work will contain interface specifications associated with authentication. CENTURYLINK will provide to PSAP a brief description of each third-party application, a brief description of the application authentication and a notification of acceptance. If any third-party service provider's application fails to authenticate, CENTURYLINK will provide a copy of the outline sent to the third-party provider detailing the portion of the authentication that failed and any corrective actions that need to be taken in order to authenticate.

All private ports between CENTURYLINK ECMC and the PSAP will be assigned to a dedicated Closed User Group (CUG) and follow the authenticate process as mutually agreed upon.

No application will be activated without the PSAPs direct authorization. The authentication process will include an assessment and identification of the bandwidth impact.

### **5.1 IP to Host**

CENTURYLINK will provide diverse IP connectivity through diverse POPs via the CENTURYLINK provided iQ MPLS private port from the ECMC to the PSAP (VIPER or VESTA) Host.

### **5.2 PUBLIC SAFETY IQ MPLS PRIVATE PORT REQUIREMENTS**

CENTURYLINK will provide IP connectivity between Next Gen 9-1-1 Routing ECMCs and the PSAP site. All equipment to be deployed at the PSAP to support Next Gen 9-1-1 services will be supplied by CENTURYLINK.

The CENTURYLINK provided IP connectivity from the Next Gen 9-1-1 Routing solution to the PSAP will meet the following requirements:

- Redundant and diverse iQ MPLS private port connectivity to the PSAP, where facilities allow.
  - A maximum 150 millisecond Round Trip Time (RTT) through network, assuming 500 bytes sustained for 1 minute without packet loss.
  - The iQ MPLS private port will have the appropriate levels of security in place both at the physical and application layers to provide for 99.999% availability.
  - The CENTURYLINK-provided iQ MPLS private port will support QoS IP prioritization to allow the management of the prioritization of 9-1-1 voice/data/OAM network traffic
  - The CENTURYLINK provided iQ MPLS private port will meet the industry standard P.01 grade of service. P.01 will be applied from CENTURYLINK sites to the PSAP over the CENTURYLINK supplied network.
  - Card level mapping will be provided when orders for circuits are placed. CenturyLink will disclose where any single points of failure may exist due to network convergence.
- 

### **5.3 NETWORK PROTOCOLS**

The ESInet design is based on current open industry standards and NENA i3. Network components are based on Cisco IOS software. The Cisco IOS software DiffServ is fully compliant with the Internet Engineering Task Force (IETF) standards defined in RFC 2474, RFC 2475, RFC 2597 and RFC 2598.

#### **Quality of Service**

The primary network between the data center and PSAPs will implement Quality of Service (QoS) to manage and prioritize any type of IP traffic (voice, data, and multi-media). QoS is performed primarily

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through packet marking with Differentiated Services Code Point (DSCP) for scalable management of network traffic. The audio stream (Real Time Transport Protocol - RTP) is marked with "Expedited Forwarding," the highest class of service available. This is appropriate for real-time media like voice, and is mapped to a priority queue. Signaling packets (Session Initiation Protocol or Media Gateway Control Protocol) are placed in another queue. This prioritization of packets ensures that voice packets get the highest priority in the network.

#### **Encryption**

RTP is not specifically encrypted to the user; however, transport between devices over IP access clouds is encrypted using standard IPSEC (AE256) tunneling.

#### **Mean Opinion Score**

Edge routers in the ESInet perform constant quality testing back to the core data centers by sending a stream of synthetic RTP packets across the tunnels that traverse the IP network via Cisco's IPSLA (Internet Protocol Service Level Agreement) functionality. The IPSLA configuration is managed by the PSAP edge routers towards the routers at the data centers. The core routers then change the sequence number and timestamp on each synthetic RTP packet, which is then retransmitted back to the remote site router.

This generates a four-second stream of RTP towards the mGRE interface on the data center edge router, using the same G.711 codec used for the voice application itself. One hundred packets are sent with an interval of 40 milliseconds. The test restarts after five seconds (each test is padded with an extra second to avoid overlapping tests). The Cisco IPSLA application then derives both Impairment Calculated Planning Impairment Factor (ICPIF) and MOS (Mean Opinion Score) values from these detailed test results.

If the MOS score drops to 4.00 or below, a Cisco Embedded Event Manager (EEM) script will failover the call over to the alternate IP network instance with no impact to the quality of the call. The EEM will continue to monitor the "failed" path and will require 16 consecutive four-second tests scoring above a MOS of 4.0 in order to begin using the previous MPLS path. With this configuration, the system will consistently achieve greater than 4.0 MOS.

The Center of Excellence network operations center (NOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the router if the MOS score dips below a specific value. When this occurs, the router will automatically route all traffic over the redundant IP network route.

#### **Included Protocols and Technology:**

- Border Gateway Protocol (BGP)
- Cisco Express Forwarding Multilayer Switching (CEF-MLS)
- Cisco Internet Protocol Service Level Agreement (IPSLA)
- Connectivity Fault Management (CFM)
- File Transfer Protocol (FTP)
- Hypertext Transfer Protocol Secure (HTTPS)
- Internet Protocol Security (IPSEC)
- IEEE 802.1Q (Dot1Q)
- Link Aggregation Control Protocol (LACP)
- Media Gateway Control Protocol (MGCP)
- Multipoint Generic Routing Encapsulation (mGRE)
- Multiprotocol Label Switching (MPLS)
- Microsoft Message Queuing (MSMQ)
- Open Shortest Path First (OSPF)
- Real Time Transport Protocol (RTP)
- Rapid Spanning Tree Protocol (RSTP)
- Session Initiation Protocol (SIP)
- Simple Network Management Protocol (SNMP)
- Secure Shell (SSH)

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- Transmission Control Protocol / Internet Protocol (TCP/IP)
  - Virtual Router Redundancy Protocol (VRRP)
  - Virtual Local Area Network (VLAN)
  - Virtual Routing and Forwarding (VRF)
- 

#### **5.4 IP ADDRESS SCHEMA**

CENTURYLINK will manage the IP address scheme for Next Gen 9-1-1 Routing communications through the CENTURYLINK iQ MPLS private port for connectivity to ECMC sites, LNG sites, VIPER and VESTA Hosts, and PSAPs, including CENTURYLINK POPs.

#### **5.5 STANDARD SECURITY PROCEDURES**

The CENTURYLINK provided iQ MPLS private port will have the appropriate levels of security in place both at the physical and application layers, as determined within IPP. CENTURYLINK will secure the CENTURYLINK-provided iQ MPLS private port using industry standard security procedures against security attacks from other networks or the public Internet. The CENTURYLINK-provided iQ MPLS private port will be a virtual private network, with IP addresses not publicly accessible via the public Internet. CENTURYLINK will work with PSAP customer as needed to ensure router configurations meet PSAP customer security requirements, provided such requirements do not conflict with CENTURYLINK internal security procedures.

CENTURYLINK will employ security measures where a PSAP may have dual-homed CPE (connected to both the CENTURYLINK solution and another service provider's network)

#### **5.6 WEST DATA CENTERS AND NG9-1-1 SECURITY**

West's cyber security policies, standards, and guidelines are compliant with industry best practices as defined by International Organization for Standardization and Control Objectives for Information and related Technology (COBIT). West's expertise and commitment to network security are evidenced by our active participation in the Network Reliability and Interoperability Council (NRIC) 7 focus group 2B Cyber-Security. West's next generation emergency services network is a secured and private IP managed network. All inbound and outbound traffic is through well defined and controlled access points. Call processing and real-time data delivery are implemented through specialized subnets.

West employs a defense-in-depth security strategy to protect sensitive information. Such controls include, but are not limited to stateful packet inspection firewalls (host and network based), IDS/IPS, ACLs, Role-based Access control, two-factor authentication, encryption, and AV (email and host). Furthermore, systems are protected with build standards, patch management, and regular vulnerability scans.

Sensitive data is housed in our data centers with logical and physical access controls. Development environments are separate from production and production data is not used in dev or SQA.

Data that transits untrusted networks (leaves West custody) through applications or communication channels with encryption to safeguard confidentiality and integrity.

Finally, West employs an Incident Handling process modeled on FEMA's Incident Command System. Notifications are built into this process.

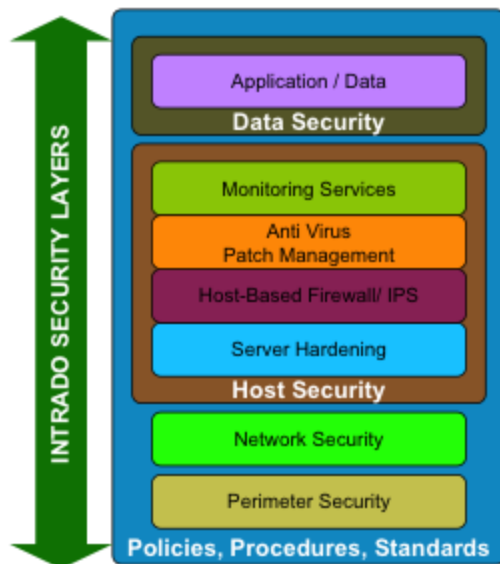
West infrastructure is built to withstand sophisticated attacks (including DDOS) by means of a defense in depth strategy. West employs high availability systems with redundancy at geographical, carrier, circuit, power, application, and system levels. System/Application availability is safeguarded with clustering and load balancing techniques. Furthermore, West's security architecture employs defenses that include, but are not limited to, Stateful packet inspection firewalls, IDS/IPS, multi-factor authentication, strong encryption, anti-virus/anti-malware, and vulnerability/patch management solutions. All inter-zone traffic is restricted to only the necessary protocols/destinations, both ingress and egress.

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The West infrastructure is built to withstand sophisticated attacks, including Distributed Denial of Service (DDOS) attacks, by means of a defense in depth strategy. Defense in Depth is designed to defend a system against any particular attack using several, varying methods. It is a layering tactic, conceived by the National Security Agency (NSA) as a comprehensive approach to information and electronic security. Defense in depth is the coordinated use of multiple security countermeasures to protect the Confidentiality, Integrity & Availability of the information assets in an enterprise. The strategy is based on the military principle that it is more difficult for an enemy to defeat a complex and multi-layered defense system than to penetrate a single barrier. Defense in depth minimizes the probability that the efforts of malicious hackers, Viruses and Malware will succeed. A well-designed strategy of this kind will help the West security personnel, network engineers, and system administrators, identify entities that attempt to compromise the Wests' computers, servers, and networks. If a malicious attempt is launched against one of the Wests' resources, defense in depth will minimize the adverse impact and give West personnel time to deploy new or updated countermeasures to prevent recurrence.

The placement of protection mechanisms, procedures and policies is intended to increase the dependability of the West systems where multiple layers of defense prevent direct attacks against the West systems. Components of defense in depth are identified below and include firewalls, intrusion prevention and detection, data / network segmentation. Any combination of these measures can and should be deployed in accordance with the business continuity determination, risk assessment, and customer requirements for a given product opportunity.



**Defense in Depth Strategy**

The West ESInet solution provides for all of the necessary appliances and security services including firewalls, routers, switches, intrusion detection services, and cabling for securing the NG9-1-1 applications and appliances located at the data centers.

#### 5.7 CENTURYLINK DATA CENTERS AND NG9-1-1 SECURITY

Please see attached CENTURYLINK Data Center Brochures.

Additional Notes:

- All entry points are locked continuously or on an access control system
- All employees, guests, and contractors are required to use a single entry point
- All employees, guests, and contractors are required to badge in and out
- Data Centers are manned 7/24
- A visitor to a Savvis facility, who is not an authorized Customer, Employee, and Contractor will be considered a Visitor and must demonstrate a legitimate business purpose for visiting the site. The Visitor must be escorted by an authorized Savvis escort at all times. Authorized escorts are



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Savvis employees or customers who have been issued a permanent ID badge and are in good standing with Savvis and are permitted to escort up to five visitors at one time. Groups of six or more visitors must be processed as a Data Center Tour. Contractors and third-party vendors are not permitted to sponsor Visitors.

- Visitors are required to show ID with photograph before entering data centers
- Background criminal checks are performed on all employees with access to the data centers

## **5.8 APPROPRIATE LEVELS OF SECURITY**

### West

West Internet accessible systems, including the subscriber record management data exchange portal, database management interface tool, and metrics tool, are protected by a secure access process that requires authentication through a unique user name, unique user password, and a code randomly generated at time of access via a secure ID token. The use of this secure ID restricts users to accessing and viewing only their own data, protecting confidentiality. Passwords are force changed and monitored on regular intervals.

West network is capable of processing all traffic, but administratively denies protocols identified as a threat or that otherwise fall outside of pre-defined parameters. This is partially managed via routing tables and/or Access Control Lists (ACLs). West continually investigates and upgrades with new advances in protective technology with tools such as Intrusion Detection System (IDS).

The solution incorporates physical, network, and application security principals. Traffic between core processing sites and distributed sites (e.g., ingress call traffic, PSAPs, management capabilities) is route and protocol secure. A combination of route paths, IP address recognition, limited protocols, VPNs, session border controllers, and firewalls secure the various communication elements of the solution.

West deploys firewalls and other network security devices and software to protect against inbound network threats on the servers that make up the ESInet. West also employs a regularly scheduled patching process to protect against the effects of malware. Computing devices are subjected to thorough security scans so that there are no malware elements present. Access to processing elements is restricted to authorized personnel. Network connections from solution components are limited to those connections needed for operation and maintenance. Physical and network access to production components are restricted to those that have an operational responsibility and all activity is audited and monitored.

All development environments are fully separate from production environments. All hardware and software elements that are deployed in a production environment go through stringent release management processes that incorporate thorough testing and scans.

It should be noted that during the requirements analysis and design phases of the project, the State, 9-1-1 entities, and the West project teams investigate any connections to networks outside the scope of this Services Exhibit, for example connections to other public safety agencies or connections to the Internet, so that all safeguards, including firewalls, are in place.

West facilities and nodes are equipped with physically redundant data communications and power equipment such that any component can be maintained without overall service impact. Buildings and supporting facilities such as generators, fuel, and entrance demarcations require card access and are monitored 24 hours a day by security personnel. Additionally, biometric readers and card access portals are deployed in areas containing critical infrastructure components.

West is a member of the Government Emergency Telecommunications Service (GETS) that is used in the event our core communications cannot be used. West personnel sit on the board of the telecommunication industry and government's National Coordination Counsel, which is the coordinating group for cyber threats and terrorism. This allows us to stay abreast of national and international threats that may affect the Next Gen 9-1-1 infrastructure and mitigate changes as necessary.

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West's Information Security department operates an enterprise-wide vulnerability management program to verify that all hosts and network devices meet rigid standards of configuration and hardening. This program ensures not only deployment verification, but also ongoing oversight of system level protections throughout the lifecycle of the system.

Vulnerability management at an enterprise level provides visibility to systems added and removed from any area of West's network infrastructure, allowing an always-on view to changes which may impact the security posture of the organization.

Intrusion prevention systems complement other network related protections in place, and are another layer of information assurance. These systems are continuously monitored by networking professionals, and provide real-time intelligence regarding traffic flows and the internal or external elements involved in transmission.

Intelligence reports both from internal sources, as well as from external entities including US-CERT, the Internet Storm Center, the Homeland Security Advisory System and other open-source vulnerability research assets are reviewed for vulnerabilities, anomalies, or indications of non-optimum activity, and Information Security Officers interface with all levels of the organization, including IT, management, business units and customers to effect resolution of issues related to network, application and systems security. Information Security Officers and management review numerous open and classified sources of information on a weekly basis in order to respond as necessary to a world socio-political climate which requires constant vigilance with regard to West's commercial and public safety business.

Information Security Officers also have a Communications Security (ComSec) Custodial function, being the source of expertise and policy and technical direction regarding the use of cryptography for all electronic communications to achieve the organization's confidentiality, non-repudiation and integrity objectives. Key escrow and other capabilities are managed by Information Security Officers.

Information Security operates corporate perimeter protection capabilities, including firewalls of various types. Officers provide direction as required by senior management to engineering and other areas of the company regarding perimeter protection. Technical security policy is recommended by Information Security Officers to management, ad hoc as well as in scheduled policy reviews.

Information Security Officers also serve an advisory capacity to all levels of management regarding threats and their mitigation with regard to the company's information assets. Officers are expected to advise and maintain the highest standards of operational security. Operational security practices, as forwarded by the Information Security Department, are a vital component of the organization's security posture. These include but are not limited to employee training, recommendations regarding physical security, auditing and employee relations.

#### **CENTURYLINK Technicians and Engineers**

CENTURYLINK hiring process includes background checks on all of our employees (including 9-1-1 technicians). CENTURYLINK also provides background checks on our registered sub-contractors and product partners. Our comprehensive background checks include all of the important searches.

In addition to the CENTURYLINK background checks, our 9-1-1 centers complete fingerprinting and additional background checks on all CENTURYLINK employees and subcontractors.

## **6.0 SYSTEM BACKUPS & REDUNDANCY**

### **6.1 WEST**

A9-1-1 Systems are backed up with Symantec NetBackup on hardware that is sized to support the entire enterprise. Documentation for the backup processes is maintained at West facilities and may be viewed in an audit process. Audit activities taking place within West facilities would require prior vetting of any personnel to enter the facility. Collateral may be reviewed but must remain within the West facility.

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Network configuration management tools perform the following functions:

- Detect and report on configuration policy violations to ensure compliance with corporate standards.
- Utilize configuration templates and command templates, custom scripts, and configuration changes to ensure consistent implementation of network configurations across similar site types
- Simultaneously modify configurations, change community strings, update ACLs, and block MAC addresses across many devices
- Compare start-up and running configuration files to troubleshoot device configurations issues
- Automatically check all network elements for changes and perform backup for all changed network device configurations on a daily basis
- West network configuration tools provide version control and “rollback” functionality to all network elements. This allows the restoral of previous “known good” configurations, or timely restoral of stored configurations in the event of equipment failure or disaster recovery.

West's provisioning, monitoring, and backup systems are redundant between Longmont, Englewood, and Miami. West's NOC staff is located in Longmont and can be relocated to either of the other centers if there is a need.

## **6.2 AIRBUS**

Airbus Communications' Disaster Recovery is highly effective in minimizing call taker position and server downtime. Through perfect snapshots of the monitored system, a system can be quickly restored to any saved working state while preserving current data files.

- **Snapshot Backups.** Disaster Recovery “snapshot” software consists of a client and server component; client software would be installed on all clients/servers within the scope of the specific contract between Airbus Communications and Customer addressing this issue. Clients are backed up to the appropriate Network Management Server location.
- **Disaster Recovery.** If a system fails, using the normal notification processes, Airbus Communications will roll the system back to a known good state. This is conducted in concert with first tier maintenance for the respective site. All data will be stored on-site and local NAS devices.

### **Disaster Recovery**

This service provides scheduled backups of all Airbus Communications provided servers and workstations to the Network Management Server (NMS). The NMS will manage the Call Center site backups.

If a system fails (virus infection or corrupted install, etc.) the following process will be remotely implemented by Managed Services in conjunction with on-site personnel.

- With assistance from the CENTURYLINK Tech, Managed Services will create a startup disk on the NMS for the specific workstation or server that requires recovery.
- The CENTURYLINK Tech will boot the computer with the startup disk and notify Managed Services that the system is up and that the recovery process can begin.
- Managed Services implements the recovery process and notifies the CENTURYLINK Tech once completed.
- The CENTURYLINK Tech tests the workstation/server – with assistance from Managed Services – and confirms the computer recovered and available for use by the site.
- Managed Services provides a device recovery confirmation e-mail to the Telco.

### **Reporting**

Airbus Communications Disaster Recovery system maintains data to provide monthly reports as illustrated below. The goal of the report is to provide the PSAP insight as to the frequency of full and incremental backups performed during the previous month.

The goal of the Backup Recovery report is to provide the PSAP insight as to the number of backups being performed on a monthly basis. The number of backups will be consistent on a month to month basis, except if a problem occurs where a restore is required or a deployment of a new version of application software is performed.

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| Disaster Recovery Management Activity | Oct-06 | Nov-06 | Dec-06 | Jan-07 | Feb-07 | Mar-07 | YTD |
|---------------------------------------|--------|--------|--------|--------|--------|--------|-----|
| Total Backups                         | 39     | 65     | 52     | 52     | 44     | 60     | 312 |
| Total Recoveries                      | 0      | 0      | 0      | 0      | 0      | 0      | 0   |

### **Backup/Recovery Report Example**

- **Total Backups** – This section identifies the number of backups performed during the previous months
- **Total Recoveries**- This section identifies the number of restores of a backup performed during the previous months

## **7.0 NEXT GEN 9-1-1 ROUTING SERVICES**

### **7.1 ROUTING RULES**

Next Gen 9-1-1 Routing processes all inbound emergency calls and successfully presents the emergency calls to the PSAP in accordance with the routing rules determined with CENTURYLINK and provisioned during the implementation stage. Next Gen 9-1-1 Routing allows for specialized management of wireline, wireless, and VoIP call types so that different call types may have the ability to have separate routing policies for originating delivery, transfer, fail over, choking, etc. For example, SMS is routed differently based on a PSAPs selection of delivery method (i3, browser, TTY). Call types are determined based on the incoming call source facility (e.g. MSC, End office), as well as the information provided within call signaling.

Next Gen 9-1-1 Routing will support flexible routing instruction rules, depending on CENTURYLINK-established preferences and needs. To this end, CENTURYLINK will provision the following based upon CENTURYLINK's requirements for the PSAP:

- Each incoming End Office connection (IP or TDM) is identified for the appropriate routing treatment. The current routing treatments are identified below:
  - **Selective Routing:** Routing rules are based upon the calling party ANI. Routing is determined based upon the ANI match to an ESN (Emergency Services Number) and an Electronic Switching System Identification ("ESSID").
  - **Trunk Only Routing:** The incoming End Office trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group. Trunk Only Routing is available for TDM traffic only. A comparable method is employed for ingress IP connections.
  - **PSAP Abandonment Routing:** Specific routing instructions to be applied in the event that the PSAP must evacuate its facility. This can include routing the calls to busy.
  - **Alternate Routing:** Specific routing instructions to be applied as alternate location for routing in the event that all lines to the primary PSAP are busy, or the primary PSAP is closed for a period of time. Multiple, prioritized alternate route destinations are supported. This can include routing the calls to busy.
  - **Default Routing:** Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP in the event of an ANI failure, unintelligible digits received from end office (ES) or control office (EM), or other rare causes. In the event of ANI Failures, a Default ESN will be assigned based on the Ingress Trunk/Path.
  - **Destinations and Route Lists: The solution** is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target with numerous prioritized alternate destinations such as:
    - PSAP served by Next Gen 9-1-1 Routing
    - PSAP served by a non- CENTURYLINK selective routing service
    - PSTN number
    - Busy
    - Treatment message
    - Tone

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- **PSAP Trunk Group Management:** Each incoming trunk is individually designated to carry a particular call type and/or combination of call types. The solution provides the ability to manage call type designations thereby changing the mix of call types

CENTURYLINK will work with PSAPs to define and manage the PSAP routing rules during the data gathering stage of the implementation. If PSAP or CENTURYLINK determines that changes need to be made, CENTURYLINK will make these changes without disruption of service.

## **7.2 TRANSFER AND BRIDGING**

Next Gen 9-1-1 Routing will support the following flexible transfer/bridge capabilities following NENA 03-003 Tandem to Tandem Transfer. (These transfers only occur via SS7). Specific connectivity specifications for SR to SR connectivity are spelled out within *Foreign Selective Router Interface Specification*.

- **Selective Transfer/Bridge:** The ability for the call taker to transfer an incoming 9-1-1 call to another agency by pressing a button labeled with the type of agency; e.g., "Fire," on the PSAP premises equipment. These transfers utilize pre-provisioned Star Codes (\*01-\*06) on a per-PSAP basis. In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will need to expand the number of Selective Bridge Star Codes to 01-06/\*11-\*16.
- **Fixed Transfer/Bridge:** The ability for the call taker to use a single button on the call taker's display and transfer unit to complete either a transfer or three-way conference. These transfers utilize pre-provisioned Star Codes (\*20-\*49) on a per-PSAP basis. In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will need to expand the number of Fixed Bridge Star Codes to \*99.
- **Manual Transfer/Bridge:** The ability for the call taker to complete a manual transfer, by way of 10-digit dialing and delivery via PSTN.
- **Shared 3-Digit Bridge Lists:** The ability for the call taker to use a single button on the call taker's display and transfer unit to complete either a transfer or three-way conference. These transfers utilize pre-provisioned Star Codes (\*200-\*999). These Star Codes will be shared among numerous PSAPs (i.e., all PSAPs in a particular State could use the same Star Codes). In order to match the functionality that CENTURYLINK has deployed within its region, CENTURYLINK will develop this capability as part of the Product Roadmap which is currently planned for late 2015 delivery and is subject to change.

## **7.3 VOICE AND DATA TRANSFER**

The Parties recognize that the individual TSPs will be responsible for installing and maintaining connectivity from all supporting TSP End Offices/MSCs to the CENTURYLINK LNG POPs.

CENTURYLINK and the TSP will be responsible for working together to jointly install and maintain connectivity between the CENTURYLINK SRs and alternative service providers serving PSAP and at least two CENTURYLINK LNG POPs to support voice transfers of PSAP to/from PSAPs residing on the CENTURYLINK SR(s).

CENTURYLINK will work with each non-CENTURYLINK ALI host provider to establish communications with each non-CENTURYLINK ALI host provider via the CENTURYLINK provided IP connectivity.

## **7.4 TRANSFERS BETWEEN CENTURYLINK LSR AND ALTERNATE PROVIDERS LSR**

The standard offering includes ALI only transfers with wireless or VoIP calls and not wire-line calls. Given that the State uses CENTURYLINK ALI databases today, processes could be put in place to use State ALI nodes in place of/to supplement the National ALI nodes so that wire-line ALI could be transferred.

This would be additional effort and associated cost beyond the scope of the current offering.

The proposed transition configuration steps include installing a Legacy Selective Router Gateway (LSRG) between the ESInet and the legacy Tandem routers. This makes possible the following services:

- Allows PSAPs on the ESInet to receive 9-1-1 calls from the Legacy Selective routers until the TSP's have migrated their circuits over to the ESInet.

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- Allows call transfer with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs still on the legacy tandems and PSAP on the ESInet.
- Allows call transfer with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs on the ESInet and PSAPs on the legacy tandems.

West assumes connectivity to legacy PSAPs will continue to be provided from the legacy selective routers during the migration phase. The migration strategy includes establishing legacy tandem connectivity to the ESInet at the LSRGs. Legacy PSAPs will continue to receive their 9-1-1 traffic from the legacy selective routers until the PSAPs upgrade to become A9-1-1 Routing (RFAI) or i3-based PSAPs.

Optionally, PSAPs could connect to the ESInet and continue to function as legacy PSAPs using Legacy PSAP Gateways (LPG). This enables legacy PSAPs A9-1-1 Routing (RFAI) and i3-based PSAPs to be homed on the ESInet and they will be able to interoperate by transferring 9-1-1 calls with ANI and ALI. Legacy PSAPs will receive 9-1-1 voice via their existing CAMA trunks and continue to bid ALI until their migration is completed.

Use of the LSRG may eliminate the requirement for Legacy PSAP Gateways (LPGs), since PSAPs migrated to the ESInet can still communicate to PSAPs not yet migrated. West realizes there may be specific cases during the migration process where LPGs may be required and will be provided. If required, specifications of the LPG are provided below:

#### **LPG**

Calls routed via the ESInet and delivered to a legacy PSAP will undergo signaling interworking to convert the incoming Session Initiation Protocol (SIP) signaling to the traditional Multi-Frequency (MF) or Enhanced Multi-Frequency (E-MF) signaling supported by the legacy PSAP. The LPGs will allow legacy PSAPs to receive calls and retrieve Automatic Location Identification (ALI) data the same way they do today.

The LPG will also support an ALI interface over which it can receive and respond to ALI queries from legacy PSAPs. Interfaces to a Location Information Server (LIS) and a Legacy Network Gateway (LNG) will also be supported by the LPG so that it can perform a de-referencing operation if the SIP signaling from the ESInet includes a location-by-reference. In addition, the LPG will support an Emergency Call Routing Function (ECRF) interface to facilitate certain emergency call transfer scenarios, as well as interfaces to the Call Information Databases (CIDs) to provide access to additional non-location data associated with the emergency call, if a reference to such data is provided in incoming SIP signaling.

#### **i3 PSAP LSR Transfer Limitations**

Transfers to or from Legacy Selective Routers are voice transfers only. There is no mechanism for transferring the PIDF-LO or the Emergency Incident Data Document (EIDD) to exchange location data and any other supplemental data or alternatively URIs to the dereferencing systems that would provide the data or data updates to the PSAP. Legacy PSAPs with CAMA connectivity must bid the legacy ALI systems to retrieve location information as they do today regardless of whether they are connected to the ESInet.

#### **7.5 IMPLEMENTING AND MAINTAINING CONFIGURABLE PSAP ATTRIBUTES**

At a minimum, the following data elements will be configured by CENTURYLINK for PSAP. While initial provisioning will occur during the migration preparation period, the CENTURYLINK or PSAP authorized personnel may request modifications to the provisioning to meet its changing needs:

- PSAP Trunks:
  - NPD assignment (if appropriate)
  - Trunk assignments by call type (wireline, wireless or VoIP)
  - Add or delete trunk members
- Route Lists/Routing Rules:
  - Primary and alternate routes
  - Selective transfer list/star code destinations for first responders, Police Department, Fire, and Emergency Medical Services
  - Fixed bridge lists such as poison control or neighboring PSAPs
  - PSAP abandonment routing rules

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CENTURYLINK will work with each TSP to gather and confirm information to support data provisioning for trunks incoming from the End Office to the Next Gen 9-1-1 Routing network including the following data:

- Incoming signal type
- Call type
- Implied numbering plan administration ("NPA"), if applicable

**7.6 NEXT GEN 9-1-1 SELECTIVE ROUTING DATABASE UPDATES**

West's TSS Database Management system, operated under contract to CENTURYLINK as a 9-1-1 Service Provider, will provide Next Gen 9-1-1 Routing SRDB updates to the SRDB in the following manner: SRDB updates will be created by CENTURYLINK's TSS Database system for all records that have successfully passed data validation. SRDB updates will be delivered to the Next Gen 9-1-1 Routing system by the next calendar day following successful data validation.

**8.0 MONITORING, MAINTAINING, AND TECHNICAL SUPPORT**

CENTURYLINK will be responsible for ongoing support and maintenance of the Next Gen 9-1-1 Routing network design and implementation. This includes the monitoring and maintenance of call processing so to reduce and limit effects of call congestion.

CENTURYLINK will be responsible for ongoing support and maintenance of the Next Gen 9-1-1 Routing network hardware and for the provision of necessary upgrades to support the operations of Next Gen 9-1-1 Routing as defined in this Technical document. This responsibility does not include enhancements, features or functionality beyond the scope of this Technical document.

CENTURYLINK has responsibility for 24x7x365 monitoring, maintenance, and technical support of the CENTURYLINK-provided MPLS network and components as further delineated above. This section describes the monitoring, maintenance, and technical support for the non-CENTURYLINK components of the solution that will be provided by CENTURYLINK.

CENTURYLINK will provide PSAPs with a 24x7 point of contact to report network related issues and will make a commitment to resolve network issues in the shortest amount of time feasible.

**8.1 MONITORING**

CENTURYLINK will monitor each Next Gen 9-1-1 Routing node on a 24 hour, 7 days per week, 365 days per year basis. CENTURYLINK performs monitoring of all communications links, including between the Next Gen 9-1-1 Routing network and CENTURYLINK's PSAP. CENTURYLINK is responsible for detecting application and network failures on CENTURYLINK's Next Gen 9-1-1 Routing nodes. CENTURYLINK will follow notification procedures as jointly agreed upon between CENTURYLINK and PSAP Customer.

**8.1.1 Network Monitoring**

The CENTURYLINK data communications hardware used to terminate circuits will be capable of automatically rerouting traffic in the event of a facility failure where redundant connectivity is available. In addition, CENTURYLINK will measure and report on call delivery times within the Next Gen 9-1-1 Routing solution. CENTURYLINK measures Call Delivery Times from the call's entry into CENTURYLINK network to the delivery of the call to the PSAP's Equipment (ANI/ALI Controller). The type of deployment will affect the estimated Call Setup Time.

Within an 8 or 10 digit CAMA deployments, the Call Setup Time duration shall not exceed 5 seconds from the time the call is received by CENTURYLINK LNG.

Within an IP deployment (RFAI), the Call Setup Time duration shall not exceed 3 seconds.

The Call Setup Times for the CENTURYLINK deployments are reported within the Call Setup Time reports.

CENTURYLINK will monitor and analyze the network and equipment as appropriate to meet CENTURYLINK's obligations in this Technical document.

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**8.1.2 Monitoring PSAP Circuit Alarms**

CENTURYLINK will be responsible for monitoring the CENTURYLINK-provided IP connectivity between the PSAP and CENTURYLINK's ALI servers and Next Gen 9-1-1 Routing system. CENTURYLINK will provide timely communications to PSAP customer regarding any facility or service conditions that will affect the operations of Services. CENTURYLINK will provide testing support on a 24 hour, 7 days per week, 365 days per year basis, when required to evaluate PSAP circuit problems.

CENTURYLINK is responsible for testing network connectivity from demarcation point at the PSAP and the Next Gen 9-1-1 Routing Service equipment installed by CENTURYLINK at the PSAP. CENTURYLINK will provide timely communications to PSAP customer and STATE regarding any facility or service conditions that will affect the operations of the Next Gen 9-1-1 system. CENTURYLINK will provide testing support when required to evaluate CPE connectivity problems.

**8.1.3 Trouble Tracking / Escalation**

Each Party will participate in the tracking of trouble reports and will provide escalation procedures and contacts to the other Party. CENTURYLINK's Program Manager and PSAP's Program Manager point of contact will develop the escalation procedures during the implementation phase.

**8.1.4 Interface with Application Support**

CENTURYLINK's primary point of contact will be the Program Manager for PSAP and PSAP personnel who need to interact with CENTURYLINK's application support personnel.

**8.1.5 PSAP Problem Investigation**

CENTURYLINK has primary responsibility to investigate PSAP problems related to these services. In the event that the issues are determined to not be Next Gen 9-1-1 related, CENTURYLINK will assist PSAP in solving PSAP problems.

**8.2 MAINTENANCE**

**8.2.1 System Upgrades**

CENTURYLINK will notify STATE and PSAP customer at least 10 business days in advance of planned events and be responsible for ongoing support of the Next Gen 9-1-1 Routing network and for the provision of necessary modifications and upgrades to support the operations of the Next Gen 9-1-1 Routing network as described in this Technical document. CENTURYLINK may need to apply changes to its software applications in response to emergency situations and will notify STATE and PSAP customer at the earliest possible time.

**8.2.2 Premise Equipment**

CENTURYLINK will be responsible for the ongoing support/maintenance for all CENTURYLINK PSAP Network Equipment provided under this Technical document.

**8.3 TECHNICAL SUPPORT**

**8.3.1 Contact Procedures**

CENTURYLINK Contact Procedure: For service disruptions CENTURYLINK provides twenty-four (24) hour, seven (7) days per week support services. CENTURYLINK provides a 9-1-1 Operation Center Number for service disruptions and connectivity issues identified by CENTURYLINK, State, or PSAP. CENTURYLINK will record issues reported by State or PSAP including problem description, service impact, and other pertinent information.

PSAP Contact Procedure: Where CENTURYLINK has identified a PSAP affecting service disruption, CENTURYLINK provides initial notification and updates to the identified State and/or PSAP contacts according to the guidelines established and agreed to between CENTURYLINK and PSAP.



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**8.3.2 CENTURYLINK Responsibilities**

CENTURYLINK has primary responsibility to investigate PSAP problems and determine if they are caused by CENTURYLINK or PSAP-owned network or equipment. CENTURYLINK will work cooperatively in resolving problems related to Next Gen 9-1-1 Routing. CENTURYLINK will be responsible for solving any problems caused by CENTURYLINK PSAP Network Equipment in addition to all Next Gen 9-1-1 Routing equipment hosted at CENTURYLINK facilities.

**8.3.3 PSAP Caused Service Disruptions and Out of Scope Technical Support**

The PSAP may report PSAP-caused service disruptions to CENTURYLINK either verbally or by written notice, or as CENTURYLINK otherwise reasonably requires. Likewise, CENTURYLINK may report PSAP-caused service disruptions detected by CENTURYLINK personnel to the PSAP. Technical support and related services for incidents or service disruptions that CENTURYLINK determines relate to systems, equipment, or network issues that are not part of the Next Gen 9-1-1 Routing network (including those on the PSAP side of the demarcation point), or are otherwise not CENTURYLINK's responsibility hereunder, will be worked jointly with the PSAP and/or PSAP.

**8.3.4 Incident Management**

When a PSAP-affecting issue is identified, which impacts Next Gen 9-1-1 Routing call delivery to a PSAP, it will be flagged as an incident CENTURYLINK coordinates communication, monitoring, and resolution of the issue. The team also documents appropriate items, which may include root cause analysis, CENTURYLINK/PSAP impacts, countermeasures, and resolution.

**8.3.5 Technical Support**

CENTURYLINK will provide additional technical and support resources as necessary to deliver on customer expectations and program goals. This would include, but not be limited to:

- Managed NG9-1-1 Program Manager
- Managed NG9-1-1 Project Manager
- Managed NG9-1-1 Account Consultant
- Managed NG9-1-1 Lead trainer
- Managed NG9-1-1 Service Manager
- Managed NG9-1-1 Lead Process Analyst
- Managed NG9-1-1 Field Technicians

**Planned Events**

Planned events are scheduled for changes that may be CENTURYLINK or PSAP impacting. A notification of the upcoming event will be sent by CENTURYLINK Program Manager to PSAP at least 10 business days in advance of the scheduled change.

Planned events do not include changes that are applied as part of normal business operations. The provisioning of data elements, applying PSAP requested parameter changes and the like are not included in the Planned Event process.

- CENTURYLINK will perform quarterly preventative maintenance activities at each PSAP for the term of this agreement.
- CENTURYLINK will install all software fixes after they have been "Approved for Field Use" (AFU) as they become available.

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- CENTURYLINK will provide (1) system upgrade per year as and if released by Airbus and/or West and the systems will never be more than one (1) version behind the then current software version.
- CENTURYLINK will maintain critical spares in existing crash kits

## **9.0 TOOLS**

### **9.1 CLEAR VIEW REPORTS FOR NEXT GEN 9-1-1 ROUTING**

CENTURYLINK will provide the West Clear View Reports business intelligence reporting tool for metrics reporting, which will supply users with Next Gen 9-1-1 Routing data and reports. The current Master Agreement ALI metrics will apply to this Technical document.

This suite of reports will be accessible through an Internet interface in a standardized HTML format. Users will be able to view summary data for a "big picture" view, and in many cases, drill down to the detail for a more "granular" view. Users can also download the report as a comma-delimited file, which can be imported into Excel or another database application.

West is in the process of evolving its metrics reporting solution. A9-1-1 Routing customers currently access IP selective router (IPSR) and data validation reports through West's web-based ClearView metrics solution. Enhanced reporting for i3 Routing customers will be delivered through a new Enterprise Business Intelligence (BI) tool, Microstrategy® from West. For the Managed Services offering, West will provide the Program and PSAP users with access to all metrics reports through a single web-based interface.

User access to metrics reporting tools is through the West portal. The West portal provides users with secure single sign-on access to multiple web-based applications, including metrics reporting, a web-based data management system, the PSAP management portal to view call detail records and configure routing policies, a ticket system, and a document library for 24x7 access to user's guides and training materials.

#### **9.1.1 Call Data Availability**

CENTURYLINK provides support services for the reporting systems on a nine-hour 8:00 A.M. to 5:00 P.M. Mountain Time – five (5) days per week (Monday through Friday) basis, excluding CENTURYLINK holidays ("Normal Business Hours").

#### **9.1.2 Call Data Access**

CENTURYLINK will store data relating to Customer performance metrics in a data warehouse. One (1) year of data will be available to Customer via the web site; requests for data older than one year will be handled on a case-by-case basis.

#### **9.1.3 ClearView Metrics**

West Clear View Reports provides on-demand access to IP selective router (IPSR) and data validation breakout reports which can be queried based on a daily, weekly, or monthly basis. Clear View Reporting gives users the ability to drill down and capture additional contextual information that can be used to more efficiently manage ongoing 9-1-1 operations. ClearView metrics allows users to Print or Export up to one year's worth of Metrics.

#### **9.1.4 ClearView Location Data Management Reports**

Clear View Reports for Location Data Management include:

- Primary Metrics Summary Reports
  - Service Order Processing
  - Daily Error By Number of Records Processed
  - Unresolved Errors at End of Month
  - ALI System Availability
- ALI Records Found
- TN Census Report

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- ALI Retrieval Report
- ANI Failure Report
- System Performance Reports
- NRF Reports
- SOI Reports
- TSS Error Reports

#### **9.1.5 Clear View Reports for IPSR**

Clear View Reports for IPSR call processing and call status include:

- Event Count Reports per Hour– provides metrics for total calls in which Customer's PSAP participated by hour for a day, week or month
- Event Count Report by Trunk Group – provides metrics for total calls in which Customer's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in
- Event Count by Routing Reason and Destination – Indicates counts where Customer's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
- Event Count by Type – Indicates counts by call type (wireless, wireline, VoIP) where Customer's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
- Event Count by Incoming Trunk – Indicates the number of calls sent to Customer's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
- Bridge Call Summary – provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
- Routing Database Processing – provides a breakout of initial calls where Customer's PSAP was Primary by selectively routed versus default routed with a No Record Found (NRF) breakout
- Call Delivery Time – provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times. For the Program, this report will include the number of calls above 3 seconds and a percent of total processed

#### **9.2 MICROSTRATEGY® FROM WEST**

For Customers with the West A9-1-1 i3 Routing solution, CENTURYLINK and West will provide an i3 compliant logging service as described above. West's i3 logging service will support retrieval of logs and events via the i3-defined web services interface as well as via a web-based interface.

West's Enterprise BI Reporting Tool, Microstrategy® from West, will provide a web-based interface to allow the PSAPs and Program to review and retrieve i3 Logging transactions and events including text conversations and data validation metrics.

West will support reports defined in NENA 08-003 v2 Detailed Functional and Interface Specification for the NENA i3 Solution, 20140326 Draft:

- RetrieveLogEvent
- ListEventsByCallId
- ListEventsByIncidentId
- ListCallsByIncidentId
- ListIncidentsByDateRange
- ListIncidentsByLocation
- ListIncidentsByDateAndLocation
- ListCallsByDateRange
- ListAgenciesByCallId
- ListAgenciesByIncidentId

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In addition to i3 defined logs and metrics reports listed above, Microstrategy from West allows users to:

- Define and run ad hoc reports
- Define metrics reports to be run on a scheduled basis
- Provides a flexible interface to query, view and extract 9-1-1 data records

All of the underlying ESInet translation logs are recorded in GMT time. The Microstrategy from West web interface supports time zone conversion for queries and reports with 'Arizona time' as an option.

#### **9.2.1 Call Counts Metrics**

Clear View will provide a number of call count breakout reports, which can be queried based on a daily, weekly, or monthly basis.

- Call counts by hour for each trunk group
- Call counts by routing type, where the PSAP queried was the primary destination
- Call counts by routing type, where the PSAP queried was an alternate destination
- Call counts for transfers/bridges where the PSAP queried was the initiator. This query shows transfer/bridge type and destination of the transfer/bridge
- Call counts for transfers/bridges where the PSAP queried was the destination/recipient. This query shows transfer/bridge type and destination of the transfer/bridge
- Call counts by type: wireless, wireline, VoIP
- Call counts for calls which routed to busy; broken down by cause
- Default routed calls by day, week, or month; further broken down by cause. Time and date can also be broken out

#### **9.2.2 Trunk Busy Metrics**

Clear View will provide a number of trunk group status reports, listed below which can be queried based on a daily, weekly, or monthly basis and indicate time and duration of each event

- Next Gen 9-1-1 Routing egress (inbound to PSAP) trunk groups busy. Report indicates time and duration of each event
- PSAPs in abandonment state; including time of events and durations. Viewable by day, week, or month
- When Ingress IP and/or IP to the PSAP are introduced, the data captured will not be grouped by trunk group, as the architecture is different. Similar data will be available, but it will not have the same data elements.

#### **9.2.3 Call Detail Metrics**

Clear View will provide Call processing and setup information statistics, which can be queried, based on a daily, weekly, or monthly basis and include:

- Call setup times. Clear View provides the minimum, maximum, median, and average call setup times broken out by TG.
- Call duration times. Clear View provides the minimum, maximum, median, and average call duration times
- Bridge/Transfer call setup time. Clear View provides the minimum, maximum, median, and average call bridge/transfer setup calls
- Bridge/Transfer call duration time. Clear View provides the minimum, maximum, median, and average call duration times for bridged/transferred calls
- Calls handed off to a Foreign SR (calls received by Next Gen 9-1-1 Routing but were destined to a foreign SR).

#### **9.2.4 SR Database Results Metrics**

Clear View provides a number of SR database results reports by PSAP which can be queried based on a daily, weekly, or monthly basis.

- Number of queries made to the SR database

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- Number of queries which failed due to “No Record Found” (no entry in the SR database for the ANI/pANI transmitted from the End Office)

### **9.3 CLEAR VIEW REPORT DATA ACCESS AND SECURITY**

Clear View Reports current security features are as follows: Users are required to log onto CENTURYLINK secure Internet server using the traditional user id and password authentication and an additional unique and dynamically changing secure access code from their Secure ID token. Each user of Clear View Reports will be issued a Secure ID token unique to that user that will generate a unique access code for use when logging onto the Clear View Reports web site. The access code dynamically changes with each new log on attempt, providing increased data access security.

### **9.4 METRIC REPORT DEVELOPMENT AND CUSTOMIZATION**

Requests for additional or customized reports, query capabilities, and graphical data display should be made in accordance with the Out-of-Scope Request process described in Section 2.2.

### **9.5 PERFORMANCE METRICS**

CENTURYLINK and West will provide overall performance metrics for this Managed NG9-1-1 offering. Program and PSAP users will be able to access all metrics reports through a single web-based interface.

In addition to the IP selective router (IPSR), end to end i3 transaction and event, and data validation breakout reports described above, CENTURYLINK and West will also provide the Program and each PSAP with monthly metrics reports on the following:

#### **9.5.1 Service Performance Metrics**

Service Performance Metrics – Monthly performance against all service performance parameters.

#### **9.5.2 Call Delivery Time**

Call Delivery Time – Breakout report of call delivery time through the West A9-1-1 Routing or i3 Routing systems including the LPG conversion and Policy Route determination. This report will show the number of calls above 3 seconds and a percent of total processed. The metrics report will not include network latency time.

#### **9.5.3 Network Performance Metrics**

Network Performance Metrics – Monthly performance of the CENTURYLINK MPLS network covering:

- Jitter – average
- MOS – low, high, average
- Round trip delay – average
- Packet loss – average
- Downtime – seconds per month per system

#### **9.5.4 Operational Metrics**

Operational Metrics – Metrics on trouble tickets opened by CENTURYLINK and West or reported by the Customer through the West portal accessed ticket system, specifically

- Trouble tickets – Number of tickets opened and closed each month
- Trouble tickets – Average time between ticket open and ticket close time. It should be noted that the average ticket close time may not be equivalent to the service resolution time in the case where there were delays in the customer providing additional information needed for West to triage and resolve reported system issues.

#### **9.5.5 Call Processing and System Provisioning Metrics**

Call Processing and System Provisioning Metrics – West will provide monthly reports on call processing and system provisioning as described in detail above

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**9.6 GIS DATA MANAGEMENT**

**9.6.1 MapSAG Overview**

MapSAG is a GIS data management application used by city or county GIS professionals, outside of the call taking environment, allowing a customer to create and maintain accurate 9-1-1 GIS data and to synchronize the GIS database and the 9-1-1 database. The result is a “checks and balances” approach of consistency and accuracy across databases used for addressing and 9-1-1. MapSAG is installed locally, at the customer location, and operates through a simple interface within Esri’s ArcGIS Desktop product. Various toolbars are available for accessing the available tools and features. The functionality that resides in the ArcGIS Desktop framework remains available while using MapSAG, including editing, drawing, layouts and/or spatial queries. An example of the integration of MapSAG and ArcGIS Desktop is that users can perform a spatial or attribute query and use the resulting records for analysis by the MapSAG tools.

Using MapSAG, ArcGIS Desktop and a combination of both, new GIS data records (streets, structures, polygons etc) can be input into the GIS in a number of ways, including field GPS, on-screen digitizing, import, and auto-generation. The GIS data is stored in an Esri format. The MapSAG software currently operates in the latest version of ArcGIS for Desktop 10 or 10.1 and will utilize a Personal Geodatabase, File Geodatabase or an Enterprise Geodatabase through ArcGIS Server (ArcSDE).

MapSAG software requires a licensed copy of Esri’s ArcGIS for Desktop, to be provided by the customer.

Other GIS data management tools are available and may be used instead of MapSAG. Any alternative product must support Esri standard geo-databases. While the solution includes MapSAG at no additional cost, if PSAP chooses to use an alternative product, all such cost for purchasing, support, and maintenance will be the responsibility of the PSAP.

**9.6.2 ESRI Software Requirements**

MapSAG requires Esri’s ArcGIS for Desktop.

**9.6.3 MapSAG Responsibility Matrix**

| Task   | Responsibility     |
|--|--------------------|
| <b>MapSAG™</b>   |                    |
| <ul style="list-style-type: none"><li>- Data configuration</li><li>- Initial implementation</li><li>- Training</li><li>- Software maintenance &amp; enhancements</li><li>- Technical support</li></ul>   | CENTURYLINK / West |
| <ul style="list-style-type: none"><li>- Esri software purchase and maintenance</li><li>- Basic knowledge of ArcGIS for Desktop</li><li>- Hardware purchase and maintenance</li><li>- GIS data creation and updates</li><li>- Database schema updates</li><li>- Implementation of optional software patches and upgrades</li><li>- IT support</li></ul> | End User           |

**9.6.4 GIS Data Collection**

The West experienced 9-1-1 GIS Data Analyst team will provide remote GIS data management assistance to the Customer, including collection of existing GIS data and/or paper maps, GIS data accuracy validation and reporting, and data correction and editing, where applicable. Priority will be placed on gathering GIS layers required to support i3, including Police, Fire, and EMS response

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boundaries, street centerlines, address points, and other data appropriate to support data maintenance procedures.

The solution also offers Mapping and GIS Data Development Professional Services to assist the Agency with map and 9-1-1 GIS database editing and correction in various areas.

#### 9.6.5 MapSAG Training

CENTURYLINK and West will provide training, at customer facility, for its A9-1-1 GIS Data Management software products. Training and a training schedule will be mutually agreed upon by CENTURYLINK, West and Customer. Training will be "train-the-trainer" format, which will enable Customer to train additional employees.

As new versions of MapSAG are made available through the term of the agreement, CENTURYLINK and West will mutually agree upon an updated training schedule for the Customer. Customer is responsible for identifying the training attendees and for training additional personnel, as necessary, or contracting with West to provide additional training.

## 10.0 ESINET DESIGN

### 10.1 REFERENCE DRAWING

Please reference file **AZ NG9-1-1 Design (Rev 190921)**

***Revision 1 improves on the network design between the legacy selective router to Legacy Network Gateway (LNG) to comply with recent FCC mandated diversity and redundancy order.***

### 10.2 INTERCONNECTING I3 NETWORKS

While technically capable, the Arizona Managed NG9-1-1 solution does not specify nor have cost allowances for interconnection with other i3 Networks. When a PSAP identifies the need for interconnection to other i3 Networks, cost and methods will be determined at that time. However, the below provides the process that would be used to complete the interconnection and how services might work.

West/CENTURYLINK assumes that the entire state of Arizona will first be moved to an IP-based Selective Routing solution. Once implemented, the IP Selective Router solution will support IP enabled (non-i3) PSAPs, legacy PSAPs and i3 PSAPs throughout the state, simultaneously. Since all TN subscriber location information is stored in a common database, which simultaneously supports LIS HELD queries, CIDB Additional Data queries, and legacy ALI queries, the capabilities of the PSAP will determine which interface will be utilized to retrieve location data. If all PSAPs involved in a bridge/transfer have transitioned to i3, they would utilize the Emergency Incident Data Document (EIDD) to exchange location data and any other supplemental data or alternatively URIs to the dereferencing systems that would provide the data or data updates to the PSAP.

The West/CENTURYLINK ESInet supports interconnectivity with both neighboring i3 and legacy networks. As a transition solution, West/CENTURYLINK will provide a Legacy Selective Router Gateway (LSRG) between the ESInet and the legacy Tandem routers. This makes possible the following services:

Allow i3 PSAPs on the ESInet to receive 9-1-1 calls from the Legacy Selective routers until TSP's have migrated their circuits over to the ESInet.

Allow call transfers with additional information, such as ALI, and depending on CPE, case notes and TTY, between PSAPs still on the legacy tandems and an i3 PSAP on the ESInet.

Allow call transfers between i3 PSAPs on the ESInet and PSAPs on the legacy tandems. Call transfers between i3 PSAPs will support additional information, such as PIDF-LO, and depending on CPE, case notes and TTY.

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West/CENTURYLINK will also support ingress and egress i3 SIP to support both i3-compliant TSP traffic and interconnectivity with other i3 networks, e.g. in-state regional networks or neighboring state networks. Calls received from i3-compliant TSPs and transferred in from neighboring i3 networks will be delivered according to the PSAP-defined routing policy. West's ESRP will also support configuration for transfers to neighboring ESInets via egress i3 SIP.

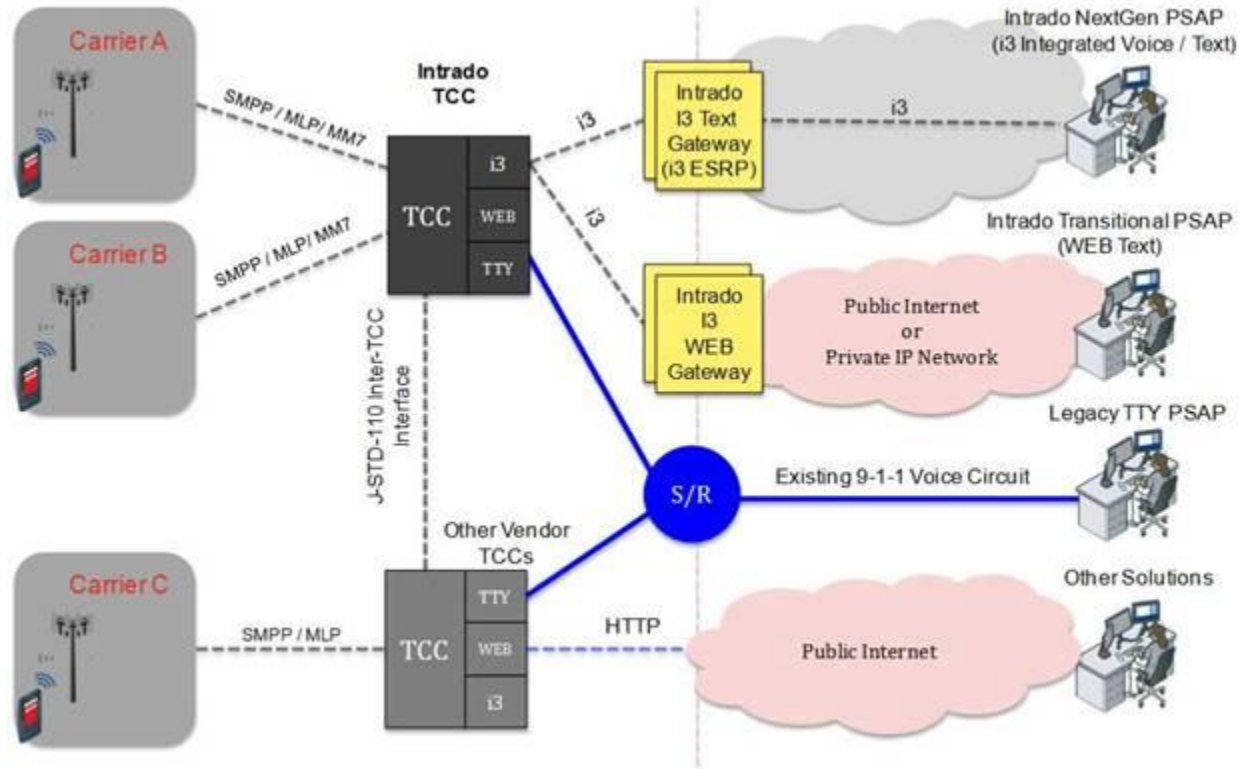
For Text-to-9-1-1 transfer services, West's TCC now supports a variety of "in-band" commands that can be sent by the PSAP to invoke certain feature-specific actions on TCC such as the transfer function to other PSAPs that are using West for Integrated, Web, or TTY. The transfer functionality also allows the PSAPs involved in a transfer to chat privately when conferencing in the PSAP that the conversation will be transferred to. Upon transfer to another PSAP the entire dialog that had previously taken place will be transferred to the accepting PSAP. Upon transfer the last location known will be forwarded in the initial message to the accepting PSAP.

Note that at the time of this response, there are no industry standardized requirements that have been developed for the transfer of text sessions between PSAPs served by different TCC providers. West has implemented their own solution in order to support transfer capabilities between PSAPs served by the West TCC until such time that standards are developed or an agreement between TCC providers has been reached to support these capabilities.

Text-to-9-1-1 interoperability between TCC providers is supported in the West text solution and has been implemented per J-STD-110.a. Please refer to figure 1, depicting how the reference architecture is extended with multiple TCCs. Figure 1 shows the reference points required to support text routing/delivery and location dereferencing in the scenarios where geography and/or interconnection arrangements require such communication. The extended reference architecture provides the flexibility to invoke those components of the TCC that are needed to support text communications between a given origination and destination point via the desired path. The functional entities within a given TCC that actually get invoked to support text message delivery will depend on where the text comes from, where it is going and what connections and agreements exist to get it from its source to its destination.



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**Figure 1 – Text Interoperability**

The West i3 solution supports flexible transfer and bridge capabilities for each Customer PSAP as follows:

The West ESRP supports N-way (multiparty) bridging and call transfers using i3 SIP REFER and subscribe/notify messaging. i3 PSAPs can transfer calls to both i3 and non-i3 PSAPs, although N-way bridging is supported only for ESInet call participants.

West's ESRP can also support star code transfers through the Customer PSAP CPE.

West's LNG/ESRP supports the following NENA i3 protocols and interfaces:

- HELD protocol to communicate with the LIS
- Additional Data protocol for the CIDB
- LoST for ECRF communications
- i3 SIP

Physical points of interconnect for the ingress network, West will partner with CENTURYLINK to ensure all carriers connect to the West LNG.

### **10.3 LEGACY NETWORK GATEWAY (LNG)**

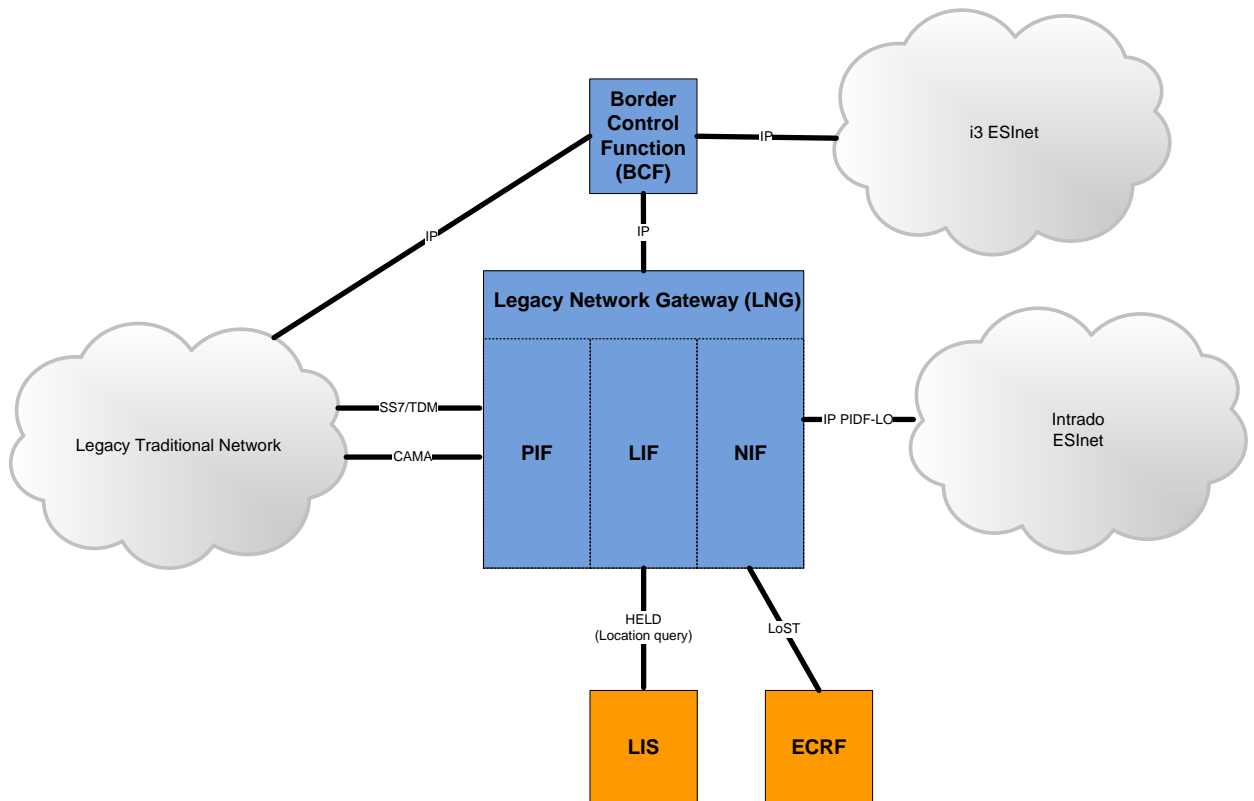
The Legacy Network Gateway (LNG) and Legacy Selective Router Gateway (LSRG) are signaling and media interconnection points between callers in the legacy originating networks and the i3 architecture. The LNG provides the NENA i3 specified NG9-1-1 specific Interwork Function (NIF), Protocol Interworking Function (PIF) and Location Interwork Function (LIF).

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The CENTURYLINK and West LNG function will interface the legacy 9-1-1 network to the West ESInet. The LNG will convert CAMA and TDM/SS7 calls to IP within the Protocol Interwork Function (PIF) to support any 9-1-1 call received from the legacy network that is not IP based.

The LIF utilizes a key from the incoming signaling to retrieve location information from the Location Information Server (LIS) using the HELD protocol. The LIF also retrieves Additional Data associated with the call from the Call Information Database (CIDB) using the "Additional Data" protocol as specified by NENA. The location and additional call information is provided to the NIF to be passed to the ESRP for use in determining the route and populating the SIP messaging to the PSAP. The NIF will generate the SIP PIDF-LO (Presence Information Data Format-Location Object). PIDF-LO is a SIP message that has location information embedded in an XML format within the SIP invite.



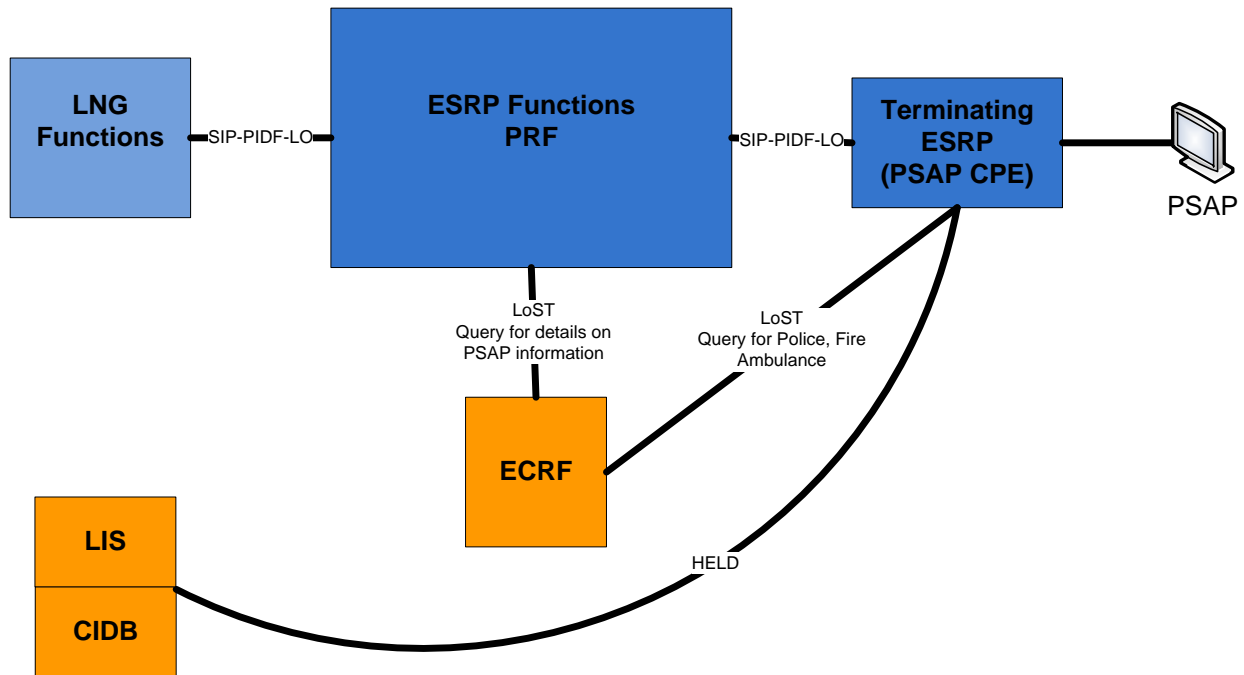
### LNG Function

When the ESRP (Emergency Service Routing Proxy) receives the PIDF-LO message, the ESRP may query the appropriate ECRF to determine the next hop for the 9-1-1 call. The West ESRP contains the routing logic that routes the call to the appropriate terminating ESRP, also known as the PSAP's hosted VIPER or VESTA call handling system. The hosted call handling solution will function as the terminating ESRP and will have the ability to query the CIDB, LIS, and ECRF to accurately represent the call's information and associated jurisdictional information on the workstation. This includes the ability for the call handling system to query the ECRF to obtain specific information about which Police, Fire, and EMS

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supports the caller location, based on the GIS information received within the PIDF-LO message. These functions will be part of the hosted call handling service.



#### 10.4 LEGACY NETWORK GATEWAY – ARIZONA SPECIFIC

As customer PSAPs migrate to an ESInet solution, there will continue to be the need for these NG9-1-1 enabled PSAPs to receive wireless and wireline calls from legacy TDM networks and from legacy PSAPs. In compliance with the NENA i3 defined solution for interconnecting legacy networks and the Emergency Services Information Network (ESInet), CENTURYLINK will deploy two Legacy Network Gateways (LNG)s in Arizona at the following data centers:

##### INVOLTA DATA CENTER IO DATA CENTER

At each LNG, CENTURYLINK will install Gateways where calls originating on the legacy network will be converted to IP for transport over the ESInet to the West Emergency Call Management Center and then on to the i3 enabled, or NG PSAP.

As a PSAP is migrated to a NG PSAP, CENTURYLINK will replace the existing EM trunks from the Legacy Selective Router (LSR) to the PSAP with SR trunks from the LSR to the LNG Gateways. CENTURYLINK's recommended design will be a ratio of (1.3) ES trunks for every (1) legacy EM trunk. Additionally, trunks from the LNG to the LSR are needed to support call transfers from NG PSAPs to Legacy PSAPs or vice versa, which may also impact the required ratio. During the migration of PSAPs from the legacy network to the ESInet, CENTURYLINK will monitor the traffic volumes and may adjust the number of ES and LSR transfer trunks up or down, as needed.

CENTURYLINK ES trunks are configured in a Primary / Secondary overflow pattern (never load shared). In the solution for Arizona, half the ES trunks from the LSR are honed to one of two LNGs, while the other half is honed to the second LNG. In the event that a LNG is lost, an Arizona NG PSAP will still maintain

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full service levels similar to how all Arizona PSAPs are currently provisioned with N+1 redundancy through dual tandems.

As the PSAP is migrated to a NG PSAP, CENTURYLINK will update the routing in its LSR and based on ESN, deliver the call over the EM trunks to a legacy PSAP or over the SR ES trunks to the LNG and then over the ESInet to a NG PSAP. Call setup times are dramatically improved when processed through the LNG to the IPSR with an average call setup time of 600ms.

#### **10.4.1 Independent CSPs**

Independent CSPs legacy selective routers (LSR) can be honed to the LNG. Per customer request, the LNG design provides the interface for other service providers, such as Frontier, to enter the Arizona ESInet. The originating call can be from a legacy network or IP enabled network.

West and CENTURYLINK encourage the direct connection of CSPs to the LNGs; however, this is not in scope of this project. Timing can depend on the Carriers, and on factors not under West or CENTURYLINK's control.

CENTURYLINK acknowledges the customer's desire to allow wireless CSPs to direct connect during Phase One of the project. Allowing CSPs to direct connect during Phase One implementation brings on new project risks and will take additional planning and coordination to accomplish. This would include, but not be limited to:

- Negotiation of Interconnect agreements
- Determining costs for interconnection
- Solution Design
- Solution Implementation
- Solution Testing

CENTURYLINK and customer will evaluate any requests for direct wireless CSP connection after the first successful Phase One PSAP migration. In this evaluation, CENTURYLINK and customer will determine project risks from the extra efforts required for wireless CSP interconnection.

If both parties agree that the inclusion of direct wireless CSP interconnection to the i3 network poses low risk to a successful Phase One deployment, then such interconnection will be allowed. If, at any time after including wireless CSP interconnection, it is determined that successful deployment of Phase One is in jeopardy, CENTURYLINK may delay wireless CSP interconnection at its discretion.

If it is determined that inclusion of direct wireless CSP interconnection to the i3 network poses to high of a risk to include in Phase One deployment, CENTURYLINK and customer can complete all planning required during Phase One deployment so that implementation of direct wireless CSP interconnection to the i3 network can commence at an agreed date following Phase One deployment.

#### **10.4.2 Proper Gateways for Service Providers**

West supports ESInet ingress IP traffic via the NENA i3 and ATIS-0700015 "Standard for Implementation of 3GPP Common IMS Emergency Procedures for IMS Origination and ESInet/Legacy Selective Router Termination, August 2013". The IP Point of Interconnect (POI) supporting Session Internet Protocol (SIP) call delivery is the West Border Control Function (BCF) at each of the geographically diverse Emergency Call Management Complex (ECMC) locations. The SIP interface can be used for carriers delivering i3 compliant interface with PIDF-LO or ESInet to ESInet call hand-offs and transfers.

Additionally, the SIP Ingress protocol can be used to support a transition strategy where IP protocols are used to replace TDM protocols as a means to providing better connectivity with redundant path routing and a transition from legacy to NG9-1-1 interfaces.

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The process for migrating carrier traffic from the gateways to the SIP POIs is defined in detail and will be reviewed with the carrier when the migration process is initiated. A summary of the overall process to be led by an West Project Manager (PM) is provided below:

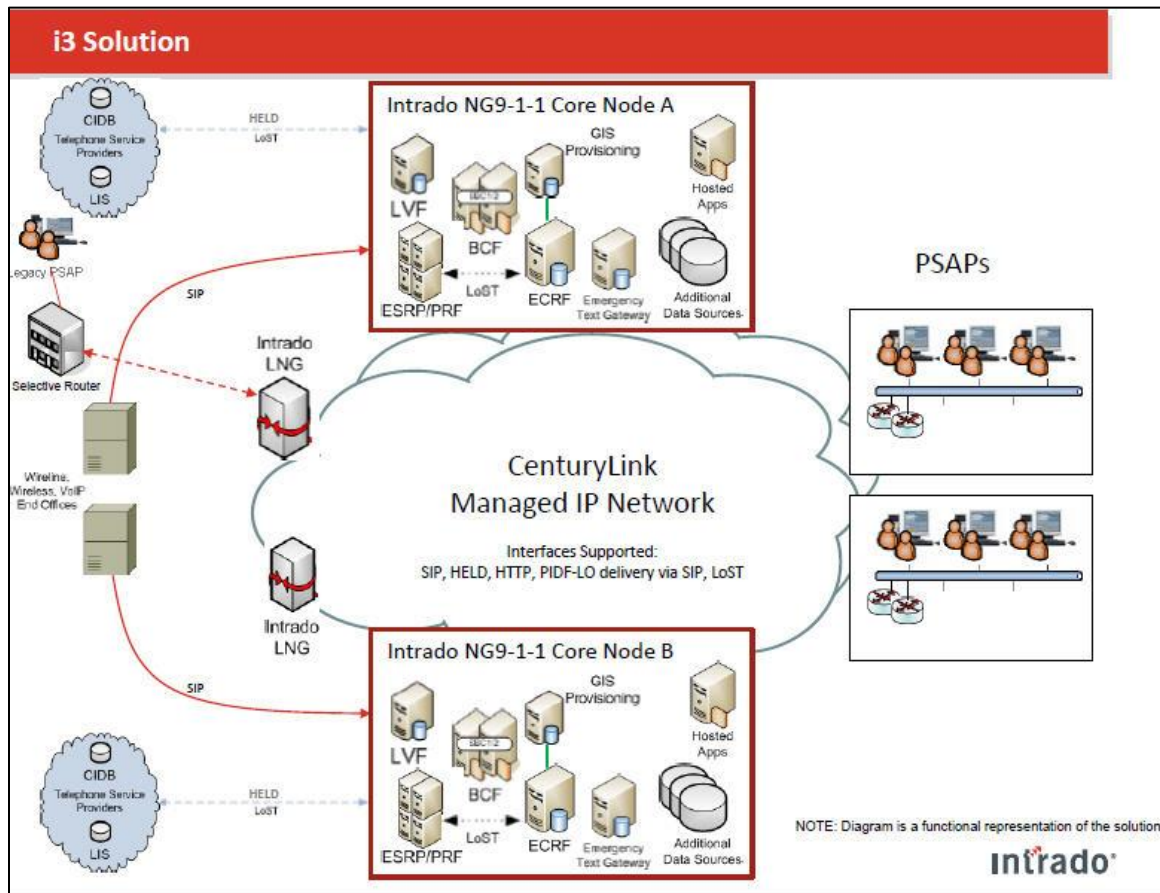
- PM communicates the timeframes, dependencies and requirements for migration
- PM provides SIP interconnection specifications, industry standards and online ordering guidelines
- PM provides plans including schedules, milestones and deliverables and works with the carrier to establish capacity requirements, interconnection steps, etc.
- Connections are ordered by the carrier and established and tested with West
- Upon successful completion of interconnection of carrier SIP virtual trunk groups from the gateway, the TDM trunk groups are disconnected

#### 10.5 EMERGENCY COMMUNICATIONS MANAGEMENT CENTER

The West Emergency Communications Management Center (ECMC) contains the systems required to support the NG 9-1-1 network for Arizona including the IP Selective Router (IPSR) and i3 functional components, including text gateways, and hosted applications. For the Arizona solution, the ECMC will also host the geo-diverse NG9-1-1 enabled VIPER system. There are two geo diverse ECMCs in the CENTURYLINK solution with one NG9-1-1 core node in Englewood CO and a second NG9-1-1 core node in Miami FL.

#### 10.6 i3 FUNCTIONAL COMPONENTS

The CENTURYLINK solution provides all required NENA i3 functional elements to support a GIS based routing architecture as PSAPs are ready to move to this routing architecture.



**Figure 10.1 Functional Components of i3 Solution**

#### **10.6.1 Emergency Call Routing Function (ECRF) and Location Validation Function (LVF)**

The ECRF provides full i3 compliance housing Customer provided street centerline and point data, multiple geospatial routing boundary layers and utilization of the LoST (RFC 5222 compliant) interface for retrieval of police, fire, emergency medical services and other applicable service types.

Interface with the ECRF is via an i3-based LoST protocol interface. The Emergency Services Routing Proxy (ESRP) queries the ECRF via the LoST protocol to obtain the destination Uniform Resource Identifier (URI) for the call. Using the destination URI, the ESRP interfaces with the policy store to identify applicable routing policies. For geospatial routing policies other than Standard Routing or a Priority Override policy, the ESRP re-queries the ECRF via LoST to obtain the routing destination for alternate service types – e.g. abandonment, diversion requested or special event routing.

The ECRF supports multiple Geographic Information Systems (GIS) and service type layers which are leveraged to support geospatial queries via the LoST protocol. In addition to street centerline and point data provisioned via the GIS provisioning platform and SIF systems, the ECRF supports provisioning of multiple service types including:

- **Standard Routing** – The standard i3 routing boundary for each PSAP and the corresponding URI are pre-provisioned via the SIF and retrieved by the ESRP for use in determining the applicable routing policy.
- **Abandonment, Overflow, Diversion, and Special Event Routing** – In addition to standard i3 routing, the ECRF allows geospatial boundaries to be provisioned for multiple routing service types to support abandonment, overflow, diversion, and special event routing policies. Each assigned a unique URN. Provisioning via the ECRF ensures that alternate policy routing is based on fully-validated GIS boundaries. Once provisioned, configuration changes made via the Policy Routing Function (PRF) User Interface can specify an alternate URN to be used for routing determination. Note that these capabilities are in addition to use of a Priority Override Polygon which would be provisioned directly to the PRF and for locations that fall within its boundary, would be used in place of an ECRF query to route calls.
- **Emergency and Additional Services** – The ECRF supports provisioning of separate boundary layers for first responder service types including police, fire and emergency medical services and additional find service types such as poison control, animal control, etc.

The ECRFs exist within a highly available and geographically distributed application processing environment. A single hardware component failure at one of the data centers will not interrupt processing of the ECRF. A single data center failure will not prevent further call processing from occurring. High availability is achieved through high availability software design, redundant ECRF instances, and transactions using dynamic client/server connections with multiple ECRF serving entities. It is expected and recommended that a single statewide ECRF configuration will be implemented, with the ECRF containing coalesced data from all participating entities within the state. The ECRF can optionally be implemented in a hierarchical configuration where regional ECRFs recurse to a statewide ECRF to retrieve a response from another regional ECRF serving a different region.

Where possible, static locations provisioned to the Location Information Server (LIS) will not only contain a location validated civic element, but also the supplied or derived latitude and longitude associated with the civic address. The West geocoding platform utilizes the same GIS Customer data source as the ECRF and LVF (Location Validation Function) and is also provisioned via the SIF. The West geocoding platform supplies the geodetic element (latitude and longitude) to be provisioned to the LIS along with the validated civic element.

Where point GIS data is provided by the Customer, latitude and longitude will be directly utilized via the attributes provided. When point GIS data is not available, but street centerlines are provided, the

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latitude/longitude will be interpolated using industry standard geocoding technologies, and the resulting latitude/longitude will be associated with the LIS record. The ESRP will send the latitude and longitude as the preferred location element to the ECRF to determine the appropriate PSAP for routing. The ECRF utilizes this latitude/longitude to perform a point-in-polygon lookup to return the appropriate URI for the PSAP associated with the polygon the latitude and longitude falls within. When geodetic location elements are unavailable, routing and other services can also be determined based on the validated civic address element.

The GIS data layer(s) that are used to identify the PSAP, emergency, and additional service types are configured on a per-service basis, e.g. urn:service:sos. If a LoST query contains the geodetic location and a routing Uniform Resource Name (URN), the geodetic location will be used to directly query the PSAP boundary layer and identify the target PSAP. The GIS polygon set that is queried is based on the service URN of the query.

The ECRF supports provisioning of separate boundary layers for first responder service types for police, fire and emergency medical services, as well as optional service types, such as poison control, as long as the polygon datasets are provided with the GIS data. The i3 compliant PSAP may query the ECRF for additional service URNs associated with the location or to identify the URI of an Additional Location Data Repository (ALDR) if one is provisioned for the specific civic location. For each service URN the Customer would like to support, polygon sets must be included for SIF validation and implementation into the ECRF.

Customer GIS updates are provisioned through the West Spatial Information Function (SIF) which performs GIS validations, including those that ensure routing integrity. The West SIF's unique field mapping capabilities allow data to be presented by different Customers using unique schemas, provided all mandatory data elements are included. Validated GIS updates are normalized and applied to the ECRF production instances in a manner that preserves availability and coordinates with other ESInet scheduled updates and activities. The SIF can accept data from GIS data sources as often as the Customer's data update workflow requires. Once the data is received by the SIF, the ECRF will be updated within three (3) hours. A change control model is implemented to track changes between the GIS provisioning platform and the production ECRF instances. Extensive QA/QC validations are performed within the SIF process to eliminate the provisioning of erroneous data to the ECRF. If it is necessary to revert to a previous version of the data, West's SIF can re-provision the ECRF with a previous version of the customer provided data at the customer's request. West stores the past copies of the GIS data for 6 months in the production system. The re-provisioning time frame would depend on the amount/size of the data, and would be on the order of the time frame for the original update to occur. Typically 3 hours as indicated above.

The Quality Assurance/Quality Control (QA/QC) processes provided during validation steps in the SIF will prevent any unwanted gaps or overlaps being provisioned in the ECRF. As an added value and per NENA i3 guidelines for ECRF gap and overlap handling, if any boundary gaps exist, the ECRF handles them by selecting the nearest boundary, as long as the boundary is within a configurable threshold distance from the location. For boundary overlaps, the ECRF assumes both are valid and, since only one URI can be returned per the NENA guidelines, picks a single URI to include in the response. NENA specified Gap/Overlap event notifications for Gaps/Overlaps exceeding a configurable threshold are provided at configurable intervals to the GIS data providers.

West's 9-1-1 Enterprise Geospatial Database Management System (EGDMS) services are optionally available, at no additional fee, to assist multiple agencies to collaborate and resolve boundary conflicts when GIS data from these multiple sources are coalesced.

The CENTURYLINK solution includes an Emergency Call Routing Function (ECRF) and a Location Validation Function. As the PSAPs transition from a Tabular MSAG and ESN based routing to GIS based routing, the required ECRF and LVF elements will be available.



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**10.6.2 Location Validation Function**

The Location Validation Function (LVF) provided will be physically separate from the Emergency Call Routing Function (ECRF). The LVF and ECRF are populated from the same GIS (Geographic Information System) sources and no unique GIS data requirements exist for either function.

Location to Service Translation (LoST) servers, specifically dedicated for LVF functions, will be implemented independently of the ECRF for authorized carrier access to the validation functions. This architecture ensures that potentially high-volume validation functions never interfere with the ECRF functions of emergency call routing and determination of first responders for a given location.

As with the ECRF, the LVF will utilize the Customer's GIS data provisioned via the SIF and will determine whether or not the civic address provided in the LoST request is valid. The LVF responds per the NENA i3 standard (NENA 08-003) and the specified Internet Engineering Task Force (IETF) standards (RFC5222).

To complement the LoST protocol interface into the LVF, a map-based graphical user interface (GUI) will be available to authorized users. This interface, accessible via a secure web interface, is designed to facilitate the finding of LVF-valid civic addresses for CSPs otherwise unable to validate a location via the LVF using the LoST protocol interface.

The LVF is deployed in a fully-redundant, highly available (99.9%) environment to ensure immediate responses to the LVF LoST queries. It is critical to note: the solution component services, which are utilized during live 9-1-1 call processing and which could include an "LVF LoST Query" during call time will be designed for 99.999% availability. Our LVF component (LVF with Locology, which is the provisioning interface) is designed to meet/exceed 99.9% availability. This is in concert with the direction from NENA i3 standard and the ongoing working group. The attached NENA document discusses the differentiation in Section 3.4 on Page 23 and provides guidelines for availability. Generally Five 9s for runtime systems and network components and two to three 9s to other functional elements. Clients must access the LVF via secure protocols; Secure Sockets Layer (SSL) versions 2 and 3 and Transport Layer Security (TLS) versions 1, 1.1, and 1.2 are all supported.

Mutual authentication will also be employed, so it is expected that both the client and LVF will be configured with valid digital certificates issued by their designated PSAP Credentialing Agency (PCA). At the time of West's response, a PCA does not exist. Without a PCA, credentials will be issued by a trusted credentialing entity.

The LVF is in a secure network using an Intelligent DNS infrastructure to provide a high level of performance, availability and security. Behind the Intelligent DNS infrastructure, additional state-of-the-art network elements provide high security against even the most aggressive malicious network attacks. All fixed location (wireline) telephone number (TN) records must be validated against the Customer's GIS data prior to being loaded into the Location Information Server (LIS) and Automatic Location Identification (ALI) systems. The database management system used to process and validate Service Order Input (SOI) from communications service providers (CSPs) maintains a copy of the validated record and the data used for SOI validation is sourced from the Customer's GIS data. Anytime the underlying GIS data is updated, the database management system searches for any TN records that may be impacted by the change. For those affected, it then immediately revalidates the record and either updates the LIS and ALI or flags it as an error for the Data Integrity Unit (DIU) analyst, who will work with the carrier and/or the Customer's designated coordinator(s) to resolve. During the transitional phase toward a full i3 model, this process bypasses the need for periodic (e.g., every 30 days) LIS record revalidations and ensures the LIS/ALI records are kept as current as possible.

For authorized CSPs who have chosen to provide their own LIS, the LVF is also available to validate their subscriber's location information prior to provisioning, as well as for periodic revalidation as needed. Please note that this LoST server instance will always be separate from the ESInet ECRF instance involved in 9-1-1 call routing.



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Depending on the capabilities of the PSAP CPE to utilize locally available GIS data (i.e. data provisioned for the ALI mapping display), when a 9-1-1 call involves a reporting party that is not located at the site of the emergency, the LVF LoST server and complimentary map-based GUI will be available to the call taker to determine the valid address provided by the caller.

#### **10.6.3 Border Control Function**

The CENTURYLINK solution will include Border Control Function with Firewalls (FW) and Session Border Controllers (SBC). The FW and SBC provide the required Border Control functions (BCF) for security and provide the means for prevention, detection, and reaction to security events to ensure reliable 9-1-1 call delivery. The BCF sits between external networks and the ESInet and all traffic transiting between these networks must flow through the BCF.

The solution provides all the required NENA specifications for an ESInet BCF including:

- Application layer scanning and protection
- Network layer scanning and protection
- Denial of Service (DoS) detection and protection
- Malware detection and protection
- Identification of emergency call sessions and priority handling of IP traffic
- Facilitate forwarding of emergency calls
- Protection against Distributed Denial of Service Attacks (DDoS)
- SIP Protocol Normalization
- Network Address Translation (NAT)
- Quality of Service (QoS) markings

#### **10.6.4 Emergency Service Routing Proxy (ESRP) and Policy Routing Function (PRF)**

The Emergency Service Routing Proxy (ESRP) delivers NENA i3 defined routing functionality, including full integration with geographically determined routing policies, carrier-grade voice quality, and demonstrated reliability. The ESRP interfaces with the Location Information Service (LIS), the Emergency Call Routing Function (ECRF) and the Policy Routing Function (PRF) to identify and route the voice call to an available PSAP (Terminating ESRP). West's i3 Routing solution supports queue management and provides PSAPs with control over managing their routing policies from a flexible array of options.

#### **10.6.5 ESRP Overview and Interface Compliance**

The ESRP processes ingress calls received using Session Initiation Protocol (SIP) signaling with location embedded in the Presence Information Data Format – Location Object (PIDF-LO) from i3-compliant carrier networks, from legacy carriers or from selective routers via the Legacy Selective Router Gateway (LSRG) and routes calls to the call processing system (CPS) and then on to the PSAP location, according to the caller's location and the PSAP-configured routing policy.

When the ESRP receives an ingress call, it evaluates the SIP INVITE geolocation header within the PIDF-LO. If the geolocation header contains location by reference, the ESRP queries the Location Information Server (LIS) via the HELD interface to dereference the location and obtain a routable geodetic or civic location value. The ESRP then queries the Emergency Call Routing Function (ECRF) via the Lost to Service Translation (LoST) protocol with the caller's geodetic or civic address location to identify the call's destination Uniform Resource Identifier (URI).

Using the location-determined URI retrieved from the ECRF via the LoST protocol, the ESRP interacts with the Policy Routing Function (PRF) to determine call routing. Policy route determination includes evaluation of the PSAP-configured routing policy, the time-of-day, the caller's location (for geospatially-determined alternate routing policies), the PSAP's operational state, and the ring-no-answer timer configuration. Emergency override policies supersede pre-provisioned policies when the call falls within the PSAP-defined routing polygon. This solution enables PSAPs to quickly implement emergency routing policies during emergent events that require calls to be sent to supporting agencies.

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West provides and maintains the following i3 interfacing specifications for providers and vendors of interfacing components. Each specification details the RFCs supported and interface implementation details:

- CIDB-Additional Data Interface for A9-1-1
- LIS-HELD Interface for A9-1-1
- ECRF-LoST Interface for A9-1-1
- ESRP Terminating Interface for A9-1-1

West has been actively testing i3 interoperability with all leading i3 CPE (Terminating ESRP) providers and discussed implementation on interface details to develop or to identify as roadmap items until the standards have stabilized. The NENA i3 interface standard is continuously evolving as NENA works to gain consensus on Version 2 of the standard. West is actively engaged in NENA and IETF standards committees to provide recommendations and feedback on standards evolution.

#### **10.6.6 Policy Routing Function (PRF)**

West's Policy Routing Function (PRF) supports queue management and provides PSAPs with extensive flexibility to define and update standard and alternate routing policies. PSAPs can dynamically modify routing policies, submit routing polygons, set priorities, and modify their queue (operational) state. Routing policies can be defined as recurring or one-time, and priority override polygons can be submitted on-the-fly for emergency re-routing.

West's i3 rules-based routing proxy includes the following elements:

- **Policy Store:** Acts as a repository of PSAP-defined routing policies and policies based on ingress call path or call type.
- **Browser Interface:** Provides a feature-rich management portal that allows PSAPs to customize Emergency Services Routing Proxy (ESRP) configurations, define and edit their routing policies, and modify their status (normal, abandoned, diverted). All routing policy changes are automatically verified for syntactical and logical accuracy prior to activation in production. Secure user access is provided via the provided web management portal.
- **ESRP Retrieval and Routing:** Performed based on PSAP-defined routing policies.

The policy store supports the following types of routing policies:

- **Abandonment Routing:** The abandonment policy is engaged whenever the PSAP operational state is defined as "Disabled."
- **Overflow Routing:** The overflow routing policy is applied during overflow scenarios when a PSAP is receiving more calls than its occupied work stations can accommodate. Upon reaching the designated call capacity for the call type, cumulative calls, or if the target is unreachable, the ESRP engages the primary PSAP's overflow routing policy. The alternate routing policy will be invoked if the terminating ESRP's call processing system does not accept the SIP INVITE or for a ring-no-answer timeout.
- **Diversion Routing:** The diversion routing policy is applied whenever the PSAP engages alternate diversion routing rules, or it can be configured to apply during a recurring time window. The PSAP operational state may be modified to engage the diversion routing policy by contacting the CENTURYLINK 9-1-1 NOC, or modified via the provided web management portal.
- **Special Event Routing:** Special event routing is a diversion routing policy that is applied during a scheduled time window. If a PSAP jurisdiction contains venues that host events (e.g., concerts, sporting events, etc.) that may warrant dedicated call handling (alternate locations or dedicated resources at the PSAP), special event polygons can be pre-provisioned via the ESInet Spatial Information Function (SIF), submitted via the provided web management portal.
- **Priority Override:** During an emergency scenario when call routing needs to be redrawn on-the-fly without the rigor of full Geographic Information System (GIS) validations, the ESInet allows PSAPs to enter and/or import routing polygons via the i3 policy editor. Priority override polygons can be defined as point and radius or as defined polygon boundaries.

West provides a feature-rich policy editor, accessible via the provided web management portal, for PSAPs to customize and maintain their policies, whether textual or geospatial. Geospatial policies can

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reference shapes pre-provisioned in the Emergency Call Routing Function (ECRF) or can reference a shape attached to the policy. A shape attached to the policy can either be a shape file or a description of a shape (points and, optionally, distances). An example would be a latitude, longitude and a radius to describe a circle or multiple latitude and longitude points to describe a polygon. Policies also have other attributes like active/inactive; one-time or recurring time window; priority; Uniform Resource Identifier (URI) or a set of URIs of the destination(s) to send the call to; and call distribution method, to name a few. These policies can be pre-provisioned or can be constructed in real time based on the incident.

The ESInet supports a SIF interface for provisioning of geospatial routing policies into the ECRF. Geospatial routing policies are applied to the ECRF after all GIS and routing validations have been completed.

Abandonment, Overflow, and Diversion Routing policies can be configured to use any of the following policies:

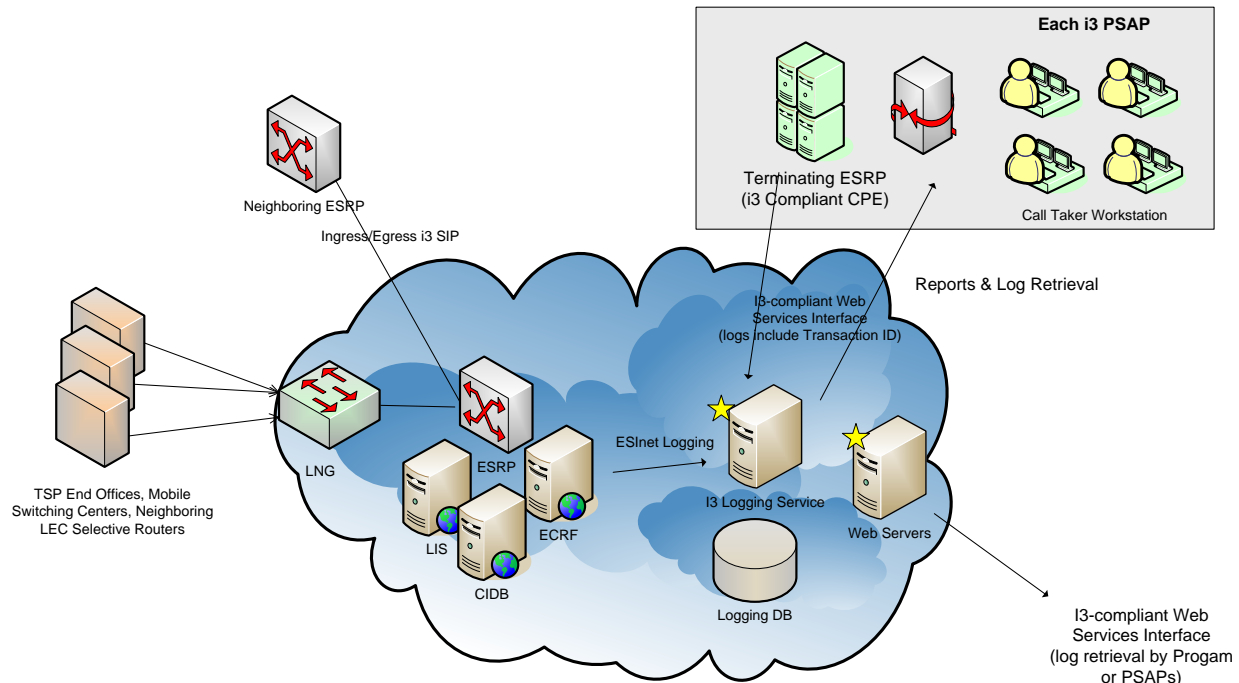
- **Geographical:** The system can be configured to send abandonment calls to different alternate PSAPs based on the geographic location of the calling party within the primary PSAP's jurisdiction. Geographic abandonment or alternate routing polygons can be pre-provisioned via the SIF or submitted dynamically.
- **Hierarchical:** The system can be configured to cascade a call to up to nine consecutive alternate PSAPs.
- **Load-balanced:** The system can be configured to distribute calls between up to nine alternate PSAPs.

#### 10.6.7 Event Logging Service

For Customers with the West A9-1-1 i3 Routing solution, West will provide an i3 compliant logging service which aggregates logs from West ESInet, i3 compliant Terminating ESRPs (CPE) components to support end to end transaction logging and retrieval.

The West i3 logging service includes a web service that supports logging and event retrievals. All significant steps in processing a call are logged and submitted to the ESInet logging service, and each log contains a transaction ID to support log aggregation. The i3 logging service is compliant with the i3 specification for recording transaction metadata for all payloads to provide end-to-end reports.

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**Figure 2 – West i3 Logging Service**

West's Enterprise BI Reporting Tool, Microstrategy® from West, will provide a web-based interface to allow the PSAPs and Program to review and retrieve i3 Logging transactions and events including text conversations and data validation metrics. West will support retrieval of logs and events via the web interface and the web services interface including the following retrieval options defined in NENA 08-003 v2 Detailed Functional and Interface Specification for the NENA i3 Solution, 20140326 Draft:

- RetrieveLogEvent
- ListEventsByCallId
- ListEventsByIncidentId
- ListCallsByIncidentId
- ListIncidentsByDateRange
- ListIncidentsByLocation
- ListIncidentsByDateAndLocation
- ListCallsByDateRange
- ListAgenciesByCallId
- ListAgenciesByIncidentId

As the NENA XML Schema Definitions for logging are in the process of being finalized at the time of this response, the i3 logging service, web interface, web services interface and associated reports are currently under development with an anticipated release date of Q2- 2015.

#### **10.6.8 Forest Guide**

Please note that NENA has provided clarifications that state what in the past has been referred to by some as a "statewide Forest Guide," should be referred to as a "statewide ECRF." The NENA vision is for these statewide ECRFs to utilize an iterative request to a national Forest Guide to determine the correct statewide (or otherwise) ECRF that is authoritative for the location element(s) provided in the original LoST request.

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The RFC 5222 compliant West ECRF has the capability of serving a regional ESInet as well as providing ECRF functions in support of an entire state, provisioned with GIS data for all i3 capable regions within the state. It is also capable of working in a hierarchical fashion as either the state level or regional ECRF. In this configuration, the parent (state) ECRF knows the coverage areas of all child ECRFs within the state, with the capability of performing recursive queries to child ECRFs and returning the LoST responses to the requesting child ECRF, assuming data exists for the region in question. While no National Forest Guide is in existence for the United States, the West ECRF has the capability of serving that capacity, given access to coverage areas and URIs for other existing ECRFs within the country.

The ECRF provides full i3 compliancy housing street centerline and point data, multiple geospatial routing boundary layers and utilization of the LoST (RFC 5222) interface for retrieval of policy, fire, emergency medical services and other applicable service types.

#### **11.0 I3 MIGRATION PROCESS**

West/CENTURYLINK will design the network connectivity to support the A9-1-1 Routing, A9-1-1 Location Data Management and TXT29-1-1 data solutions for the Customer. The design will conform to industry best practices and West security policies. West/CENTURYLINK requires geographic diversity, redundancy, and diverse connections to the PSAPs it services for ALI, and A9-1-1 Routing services. Likewise, West/CENTURYLINK requires geographically diverse and fully redundant and diverse connections from telephone service providers to at least two West demarcation points into the ESInet.

West prepares the 9-1-1 database management system by loading in the MSAG as provided by the customer. Simultaneously, West works with the telephone service providers to assist them in the preparation for the ALI transition. This involves the facilitation of Telephone Number (TN) simulations and resulting error corrections with the TSPs to ensure that the TN error rates meet/exceed the desired threshold (as agreed by the PSAP) before final load and ALI flash-cut.

Once ALI transition has completed, the transition of end offices to the 9-1-1 Routing solution begins. As each telephone services provider's end offices are connected to the West network, West will work with the TSP to conduct pre-cut test calls to ensure accuracy of translations before cutting the live traffic from the end office to the 9-1-1 Routing solution.

#### **11.1 DEVELOPMENT LIFECYCLE**

West's approach to plan, configure, network engineer, implement, test, document, train, and support West Service follows West's solution lifecycle methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint West team and Customer team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution migration and deployment. Following definition and architecture phases, the team orders, installs, configures, tests, and trains users on customer-facing solution components as part of solution integration and deployment effort. Following successful deployment, the maintenance phase begins. The primary goal of the lifecycle methodology is that the project aligns with overall customer expectations, and is tailored to fit the needs of the Customer. The Project Plan phases are described below.



**Figure 12 Project Plan Phases**

### **11.2 SOLUTION DEFINITION**

The first phase in the solution lifecycle is the Solution Definition phase, which begins with the kickoff and alignment process and is critical to the overall success of the 9-1-1 initiative within the state. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm Next Gen 9-1-1 project scope, and finalize plans to expedite solution delivery plans and resources. The solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning.

The West team conducts current systems, processes, and site studies to more clearly understand the current system and user environment, allowing the team to plan the most effective migration path to the new system.

### **11.3 SOLUTION ARCHITECTURE**

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with the Customer, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. It is vital that current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing, alternate, backup, and default routing rules.

Initial planning for connectivity from the existing legacy selective router and telephone service providers to the Legacy Network Gateways (LNGs) also begins in the architecture phase. The recommended migration strategy uses the legacy selective router during the migration period to aggregate and handoff traffic by ESN to support flash cuts by PSAP and then rehome end offices and MSCs post PSAP conversion. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, firewalls, routers, etc.)
- IP specifications
- Telephone service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule

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- Refined project plan and timeline

#### **11.4 SOLUTION INTEGRATION**

During the Solution Integration phase, the components of the solution, including processes, applications, network components, and data flow, are engineered and readied for deployment. All network, regional, and premise components are delivered, and the equipment rooms and other facilities are readied. Coordination with wireline, wireless, and VoIP telephone service providers is an essential part of this stage to plan for the 9-1-1 services management transition. Telephone service providers receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the LNGs is engineered and ordered.

Working closely with the Customer and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation and training developers customize the user and process documents and various training courseware, if needed, to meet the needs of the Customer.

#### **11.5 SOLUTION DEPLOYMENT**

During the Solution Deployment phase, all network components and equipment connectivity is confirmed. Validation and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.

In preparation for deployment and in partnership with the Customer's project team, the West Program Manager (SPOC) finalizes the cutover plan, including procedures for notification concerning schedule specifics. In most cases, ALL services are converted prior to re-homing any telephone service provider end offices. As end office 9-1-1 traffic is cut over, existing 9-1-1 Service Provider legacy CAMA trunks are replaced by A9-1-1 Routing traffic.

Prior to the commencement of cutover, the project team members will hold a cutover meeting with the Customer and the telephone service providers. The purpose of this meeting is to discuss the progress of activities, the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with the Customer, a go/no go determination will be made and live-traffic cutover will then commence. Once live traffic has moved to the system, the maintenance period begins.

#### **11.6 SOLUTION MAINTENANCE**

The Solution Maintenance phase begins once live traffic is transferred onto any part of the system. During this phase, West provides ongoing tiered support services to monitor service level performance, manage help desk requests and trouble tickets, escalate support procedures, and support the Customer to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and information requests.

The West Project Management methodology is highly influenced by the Project Management Body of Knowledge published by the Project Management Institute. All of the above sections are part of the overall plan or part of the project charter used in projects of this scope.

#### **11.7 MIGRATION PREPARATION**

West will work with the Customer to gather and confirm information to support the final network design and data provisioning efforts. A9-1-1 Routing provisioning will include the following data elements:

- PSAP Trunks
- Numbering Plan Digit ("NPD") assignment (if appropriate)
- Trunk assignments by call type (wireline, wireless, VoIP, or any combination)
- Route Lists/Routing Rules:
  - Primary and alternate routes

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- Star code destinations for first responders, PD, Fire, and EMS
- Fixed bridge lists and star code assignments
- PSAP Abandonment routing rules
- West will work cooperatively with each TSP to gather and confirm information necessary to support data provisioning and trunking from the end office to the West system, including the following data:
  - Incoming signal type
  - Call type
  - Implied NPA, if applicable

As TSP migrations complete, West will notify each TSP that their connectivity between their end office and the legacy SR is no longer required.

West will manage a coordinated and secure staged implementation approach that minimizes risk because each stage is planned, implemented, and tested sequentially and independently for functional and operational efficiencies. The implementation project will be managed by an West Project Manager via a formal Implementation Project Plan.

Once the implementation process is complete, calls route through the West A9-1-1 Routing complex, eliminating the need for the existing selective routers, other than any potential services the S/Rs provide with agencies outside the State.

#### **11.8 TESTING OF THE A9-1-1 ROUTING SOLUTION**

West will provide the PSAP a list of standard acceptance tests to demonstrate feature functionality of A9-1-1 Routing Services including:

- Correct routing of various call types
- Call hand-offs, transfers and bridging functions
- Operation of the system core and the provisioning elements
- Operation of the West PSAP routers
- Configuration of network elements
- Selective routing
- Trunk only routing
- PSAP abandonment routing
- Alternate routing
- Default routing
- PSAP trunk group management by call type

West will work collaboratively with PSAP personnel to modify this test plan to meet the needs of the PSAP. This may include the addition or removal of test cases as needed or desired. Once the test plan is completed and agreed upon, West will work with the Customer to determine the test protocol specifics such as order of calls. West will work with the Customer to schedule the testing, as appropriate.

West manages the testing process and coordinates all test calls documented in the test plan. This testing is scheduled in accordance with the PSAP's availability. The PSAP is required to provide a resource to answer the test calls and provide documentation, such as screen prints and recordings, for certain calls.

Call tests are generally performed three times, proving the network connectivity is established and voice is delivered and received. Call completion as expected is the acceptance criteria unless otherwise negotiated.

Live traffic cut-over to West A9-1-1 Routing services will be accomplished on an end office by end office basis. As connectivity is established and tested between the end office and the LNGs, West will work with the TSP to conduct pre-migration tests prior to cutover to the LNGs. Once non-live testing has been completed for all EOs, the actual rehome of all EOs will be conducted. West recommends that the live traffic rehomes be scheduled over a period of 24 to 48 hours (depending on the number of EOs to be



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rehomed) and will work with TSPs and the State to facilitate the rehome in a manner which limits impact to the PSAP and TSPs.

Normal test and cut-over times will be during Customer's off-peak daytime "business hours." Test and cutover times outside of the normal business hours will be mutually agreed upon by the Customer and West.

Upon receipt of the Letter of Agency, West will be the primary point of contact for working with the TSPs to develop a migration plan for each end office. In the event that a TSP is uncooperative, West will escalate to the Customer for assistance.

#### **11.9 A9-1-1 ROUTING**

A9-1-1 Routing features the following:

- A9-1-1 Routing is a specialized managed network for processing 9-1-1 calls from both traditional and non-traditional voice networks.
- A9-1-1 Routing provides selective routing functionality via an IP-enabled network and SIP interface.
- A9-1-1 Routing delivers 9-1-1 calls from end offices, central offices, mobile switching centers, and VoIP systems to a designated PSAP over redundant, private, IP, highly available MPLS T1 circuits.
- The A9-1-1 Routing service also supports PSAP queuing, PSAP overflow, call transfer, PSAP call origination, and virtual trunk group segregation for different call types.
- A9-1-1 Routing is a robust and highly available routing service that will provide the Customer the ability to configure call routing to dynamically meet its needs. Routing can be managed in real time to meet normal, overflow, and disaster situations.
- A9-1-1 Routing provides the familiar call routing configurations of selective routing, alternate routing, trunk-based routing, default routing, and PSAP abandonment routing.

#### **11.10 A9-1-1 LOCATION DATA MANAGEMENT**

A9-1-1 Location Data Management is a complete set of services that provides for comprehensive location validation and error correction, telephone service provider coordination, Service Order Input (SOI) management, and delivery of accurate data for 9-1-1 call support. The services include full standards-based support of all call types including wireline, wireless, and VoIP calls. West will work with the Customer and PSAPs to transition from the PSAP's legacy ALI system to full i3 implementation with GIS-based location validation and other i3 functions and protocols for routing and delivery. The services include:

- Database setup, data preparation, and loading of subscriber records and location validation data
- Service order processing and error resolution
- Management of the existing subscriber database and migration to LIS, CIDB management
- Management of the location validation data and functions
- Customer data management tools
- Subscriber database systems residing at geographically diverse West locations
- Next Gen 9-1-1 system monitoring
- Highly secure system access
- Wireline, wireless, and VoIP call support

#### **11.11 A9-1-1 GIS DATA MANAGEMENT**

A9-1-1 GIS Data Management offers a comprehensive and methodical approach to GIS data management that includes flexible procedures individualized to each authority. The overall goal is to create and maintain the authoritative GIS database for 9-1-1 purposes.

GIS data, as provided by the State/PSAPs, is critical within the NENA i3 reference architecture. This data will be used to provision the LVF, ECRF, and PSAP map displays.

The GIS data management offer includes an agreed upon mechanism for data sharing, reporting, and other GIS project management tasks: The State may choose to:

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- Maintain their own GIS data through their existing tools and submits to West for validation and provisioning
- Utilize the West A9-1-1 GIS Data Management package in order for them to maintain their own GIS data, which includes:
  - MapSAG 9-1-1 GIS Data Management System software
  - Training of Agency personnel
  - GIS data collection

**11.12 A9-1-1 TXT29-1-1®**

One of the first i3 services to be implemented will be the West TXT29-1-1 service which uses the three-digit short code "9-1-1" to enable citizens to text for assistance to a PSAP using regular SMS messaging. The text message is routed to the PSAP based on the location of the receiving wireless provider antenna face, unless an x-y coordinate is sent by the wireless provider, then location is based on the x-y coordinates. The service is managed through the Text Control Gateway, a highly available and high throughput platform that:

- Undertakes PSAP routing of text messages
- Establishes connections to multiple concurrent PSAPs and the ECRC for overflow routing
- Establishes a SIP dialogue with the CPE equipment for the duration of the dialogue until the agent terminates the connection. The SIP dialogue will evolve to an i3 compliant interface once ratified by NENA.
- Converts SMS messages incoming from the wireless carrier/SMS aggregator to the SIP dialogue
- Collects and makes available a transcript of all caller/PSAP interactions

**11.13 A9-1-1 CAD INTEGRATION**

West will manage coordination with the PSAP's CAD vendor to enable delivery of A9-1-1 Enhanced Data services via the CAD system. The CAD Integration program includes:

- Delivery of the ESMI Partner Guide
- A9-1-1 Data ESMI Network Simulator
- A9-1-1 Data Service Pack/Service that will include the Service Specification and Service Simulator
- Time in the West ESMI Certification lab to validate services end-to-end

West will provide engineering support services throughout the development and testing processes.

**11.14 PSAP ABANDONMENT DEVICE**

The West Abandonment Module (Acronym "PAD") is a device that is installed by CenturyLink at the PSAP premise. The PAD is a device that allows a 9-1-1 call re-route communication message to be sent to the West Advanced 9-1-1 (A9-1-1) network in the event a PSAP is abandoned or is considered out of service. CenturyLink will provide the (1) PAD for each PSAP as part of this proposal. An West data sheet is included as attachment for review.

**12.0 NEXT GEN 9-1-1 IP NETWORK DESIGN**

**12.1 REFERENCE DRAWING**

Please reference file **AZ NG9-1-1 Design**

**12.2 LNG LOCATIONS**

CENTURYLINK and West will place two LNGs in Arizona at the following data centers:

- Tucson – Involta Data Center
- Phoenix – IODATA Data Center

**12.3 ECMC LOCATIONS**

West's ECMCs are located at the following two locations:

- Englewood, CO

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- Miami, FL

#### **12.4 VIPER HOST LOCATIONS**

CENTURYLINK will install VIPER Hosts in the following two data centers:

- IO Data Center –Phoenix, AZ
- CENTURYLINK Data Center - Highlands Ranch, CO

#### **12.5 VESTA HOST LOCATIONS**

CENTURYLINK will install VESTA Hosts in the following two data centers:

- IO Data Center –Phoenix, AZ
- CENTURYLINK Data Center - Highlands Ranch, CO

#### **12.6 LNG TO ECMC IP NETWORK DESIGN**

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from the LNG to the ECMC. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs.

Based on bandwidth requirement of 75mb these links will have less than 10% utilization and leaves significant capacity for growth.

##### **12.6.1 Bandwidth Requirements**

LNG to ECMC bandwidth is determined by the following formula:

(Number of 9-1-1 SR Trunks) x (144kb)

Based on the 9-1-1 trunk count for Arizona, the required bandwidth from the ECMC to the LNG is

- Airbus = 255 or (255 x 144kb = **36,720kb**)
- West = 262 or (262 x 144kb = **37,728kb**)

Total required bandwidth is 36,720kb + 37,728kb = 74,448kb or **75mb**

##### **12.6.2 Network Protocols**

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This will include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the LNG and ECMC and layer 3 VRRP or HSRP on the inward facing interfaces.

##### **12.6.3 Edge Devices**

Each 1Gig loop will terminate on diverse edge routers/switches at both the LNG and ECMC.

#### **12.7 ECMC TO HOST CPE SYSTEMS**

##### **12.7.1 West VIPER**

Geo Diverse VIPER Hosts will be installed at the ECMCs. As such, the network connecting the ECMC to VIPER Hosts will be local and will not require an IQ MPLS Private Port. Connectivity between the two VIPER Nodes is over the existing West cloud connecting the two ECMCs.

##### **12.7.2 Airbus VESTA**

For ECMC to VESTA Hosts, CENTURYLINK will be providing dual 1Gig diverse IP connectivity via a CENTURYLINK provided IQ MPLS Private Port. Each 1Gig loop over fiber will hone to diverse CENTURYLINK POPs. As calculated below ECMC to VESTA Hosts require 37mb bandwidth. Each 1Gig loop will have less than 5% utilization and provides significant capacity for growth as required.

##### **12.7.3 Bandwidth Requirements**

ECMC to Host Sites is determined by the following formula:

(Number of 9-1-1 SR Trunks) x (144kb)

Based on the 9-1-1trunk count for Arizona, the required bandwidth from ECMC to VESTA Hosts is

- Airbus = (255 x 144kb = **36,720kb**)
- West = (262 x 144kb = **37,728kb**). As this traffic will stay local within the ECMC or traverse the West cloud, CENTURYLINK IQ Private Ports are not required for this connectivity.

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**12.7.4 Network Protocols**

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This may include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the ECMC and Hosts and layer 3 VRRP or HSRP on the inward facing interfaces.

**12.7.5 Edge Devices**

Each 1Gig loop will terminate on diverse edge routers/switches at both the ECMC and VESTA Hosts. VIPER hosts will terminate on diverse routers and switches within the ECMC.

**12.8 Host CPE TO REMOTE PSAP CPE**

**12.8.1 West VIPER Host Sites to Remote Sites**

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from the VIPER Hosts at the ECMC to the CENTURYLINK MPLS cloud. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs. Based on calculated required bandwidth below of 80mb, each 1Gig link will have less the 10% utilization.

CENTURYLINK will provide dual IQ MPLS Private Port loops to each VIPER remote PSAP. Each loop will hone to diverse CENTURYLINK POPs. Bandwidth will vary depending on position count of each PSAP. Most loops to the IQ MPLS network will be over DS1 or bounded DS1s (NxDS1). For sites requiring greater than 10.5mb of bandwidth, the local loop may be Ethernet over copper or Ethernet over fiber.

Approximately 50% of VIPER 9-1-1 positions will be primarily homed to Node A and 50% to Node B. If one of the VIPER nodes fails, then 100% of the VIPER system's traffic will be served by the alternate surviving node.

**12.8.2 Bandwidth Requirements**

Bandwidth requirements to each remote PSAP are estimated by the following formula:

Per PSAP Bandwidth =  $1000\text{kb} + ((\text{Position Count}) \times (100\text{kb}))$

Bandwidth requirements for each VIPER host are estimated by the following formula:

Host Bandwidth = Sum of PSAP Bandwidth Required

Based on the total PSAP Count and VIPER Position Count for Arizona, the required bandwidth is

PSAPs = 42

Positions = 375

$(1000\text{kb} \times 42) + (375 \times 100) = 79,500\text{kb}$  or **80mb**

CENTURYLINK and West will determine the exact required bandwidth for each PSAP after site survey and call flow meeting has been conducted. Remote PSAP bandwidth above is only for estimating Host bandwidth requirements. CENTURYLINK's Managed Services Solution will provide the required bandwidth to each PSAP to deliver 9-1-1 calls, GIS updates, access to MIS databases, remote monitoring / response, and remote access.

**12.9 AIRBUS VESTA HOST SITES TO REMOTE SITES**

CENTURYLINK will provide dual 1Gig diverse IP connectivity via the CENTURYLINK provided IQ MPLS Private Port from VESTA Host sites to the CENTURYLINK MPLS cloud. Each 1Gig loop over fiber will hone to a diverse CENTURYLINK POPs. Based on calculated required bandwidth below of 70mb, each 1Gig link will have less the 10% utilization.

VESTA Hosts with Split Core as will be deployed for Arizona, require a layer 2 connection between each core. This bandwidth must be equal to the sum of required bandwidth of the host system or 140mb.

CENTURYLINK will provide a 1Gig layer 2 fiber connection between the two VESTA cores.

CENTURYLINK will provide dual IQ MPLS Private Port loops to each VESTA remote PSAP. Each loop will hone to diverse CENTURYLINK POPs. Bandwidth will vary depending on position count of each PSAP. Most loops to the IQ MPLS network will be over DS1 or bounded DS1s (NxDS1). For sites requiring greater than 10.5mb of bandwidth, the local loop may be Ethernet over copper or Ethernet over fiber.

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VESTA Core A is the Active Core while Core B runs in standby mode. A layer 2 network provides network connectivity between the two cores. If a failure occurs at Core A, then 100% of the VESTA system's traffic will be managed by Core B.

#### **12.9.1 Bandwidth Requirements**

Bandwidth Requirements to each remote PSAP are estimated

Per PSAP Bandwidth = 1000kb + ((Position Count) x (100kb))

Bandwidth requirements for each VESTA host are estimated by the following formula:

Host Bandwidth = Sum of PSAP Bandwidth Required

Based on the total PSAP Count and VESTA Position Count for Arizona, the required bandwidth is

PSAPs = 37

Positions = 241

$(1000\text{kb} \times 37) + (241 \times 100) = 61,100\text{kb}$  or **70mb**

CENTURYLINK and Airbus will determine the exact required bandwidth for each PSAP after site survey and call flow meeting has been conducted. Remote PSAP bandwidth above is only for estimating Host bandwidth requirements. . CENTURYLINK's Managed Services Solution will provide the required bandwidth to each PSAP to deliver 9-1-1 calls, GIS updates, access to MIS databases, remote monitoring / response, and remote access.

#### **12.9.2 Network Protocols**

CENTURYLINK will run layer 2 and layer 3 protocols that will provide fast convergence in event a link should fail. This may include layer 2 SLA and layer 3 BGP on the outward facing interfaces at the Host and remote sites and layer 3 VRRP or HSRP on the inward facing interfaces.

#### **12.9.3 Edge Devices**

Each 1Gig loop will terminate on diverse edge routers/switches at both the Host sites and Remote sites.

#### **12.10 SR 9-1-1 TRUNKS FROM LSR TO LNG**

- There will be two LNGs for Arizona, Phoenix and Tucson
- LNG will be located in data centers
- As PSAP is migrated to NG9-1-1, EM trunks between LSR and PSAP are migrated to SR trunks between LSR and LNG
- CENTURYLINK's design is a ratio of 1.3 SR trunks for every EM trunks. May be adjusted as monitoring dictates to ensure a P.01 grade of service

#### **12.10.1 P.01 Grade of Service**

P.01 Grade of Service is the responsibility of each telephone carrier. CENTURYLINK is only responsible for ensuring that it meets a P.01 service level for 9-1-1 traffic over its 9-1-1 trunks. To ensure a P.01 service level, CENTURYLINK will:

- Run a report within 30 days after migrating a PSAP over to the NG9-1-1 network
- Run a report every quarter on all PSAPs that have migrated over to the NG9-1-1 network
- Provide copies of these reports to the PSAPs
- Provide these reports at no additional charge to the customer.

#### **12.11 ECMC CONNECTIVITY – REFER TO ATTACHED DRAWING “AZ NG9-1-1 DESIGN”**

- Two ECMC located in Miami FL and Englewood CO
- Each LNG honed to both ECMCs (VPN A and VPN B) through diverse POPs
- Estimated required bandwidth for VPN A and VPN B is 75mb
- Calls routed through LNG to ECMC (VPN A & B) and then from ECMC to Host (VPN C & D)
- All network edge devices are monitored
- 1Gig Connectivity from ECMC to LNG and ECMC to Hosts

## CENTURYLINK 9-1-1 AGREEMENT

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#### 12.12 Host VIPER to ECMC and Host VIPER to Remote PSAP VIPER Connectivity – Refer to attached drawing “AZ NG9-1-1 Design”

- VIPER Hosts are located in the West ECMC in Miami FL and Englewood CO
- VPN C & D are local – IPSR to VIPER Host
- VPN G & H are for Host / Remote connectivity
- Each VIPER remote is honed to both VIPER Host
- Each VIPER Host is honed to diverse POPs
- Required bandwidth for each VIPER remote varies by position count. Most remote sites will use a bonded DS1 (NxDS1) local loop
- VIPER Host bandwidth is estimated at 80Mb
- Bandwidth from VIPER host to MPLS cloud will be 1Gig

#### 12.13 Host VESTA to ECMC and Host VESTA to Remote VESTA PSAP - Refer to attached drawing “AZ NG9-1-1 Design”

- VPN C & D is connectivity between IPSR and Host VESTA
- VPN C & D required bandwidth is 37mb. Actual connectivity will be 1Gig
- VESTA Hosts are honed to each ECMC through diverse POPs
- VESTA Hosts will be installed in two data centers with one in Phoenix AZ and the other in Highlands Ranch CO
- Highlands Ranch data center is same building and location as the CENTURYLINK POP
- VPN E & F is connectivity between VESTA Host and VESTA Remotes
- VPN E & F required bandwidth is 70mb. Actual bandwidth is 1G
- VESTA Remotes bandwidth will vary depending on position count
- VESTA Remotes connectivity will mostly be by bonded DS1 (NxDS1)
- Redundant 1Gig Layer 2 connectivity between VESTA Core A and VESTA Core B
- All network edge devices are monitored

## 13.0 CPE MANAGED SERVICE

### 13.1 SOLUTION SUMMARY

CENTURYLINK's managed service solution is a Host / Remote architecture. Current deployments are using NG9-1-1 systems from West (VIPER) and Airbus (VESTA 4.x). The solution includes the following applications:

- NG9-1-1 Call Taking Systems
  - Airbus VESTA 4.x
  - West VIPER
- MIS Applications
  - West Power MIS
  - Airbus Aurora MIS
- GIS Mapping Applications
  - West Map Flex
  - Airbus Vela
- GIS Updating Applications
  - West Map Flex
  - Airbus Data Sync
- Services
  - Remote Monitoring and Response
  - Anti-Virus
  - Patch Management
  - Software Upgrades
  - Proactive Hardware Maintenance

CENTURYLINK will deploy its Managed NG9-1-1 CPE solution in a single Geo Diverse Host / Remote configuration for each 9-1-1 CPE Manufacturer. Each host location will be served by redundant and diverse MPLS circuits. Each remote site will be served by a pair of redundant MPLS circuits

## CENTURYLINK 9-1-1 AGREEMENT

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NG9-1-1 calls will be delivered over the Arizona ESInet to host locations, where the specific 9-1-1 call handling equipment will route to the appropriate PSAP over a separate private IQ MPLS Private Port VLAN. Each manufacturer's NG9-1-1 host system will have a redundant pair of call processing servers and ALI controllers, or cores. These secure cores (Core A & Core B) will be deployed in a geo diverse configuration.

- 

## 13.2 EXAMPLES OF HOST REMOTE SYSTEMS

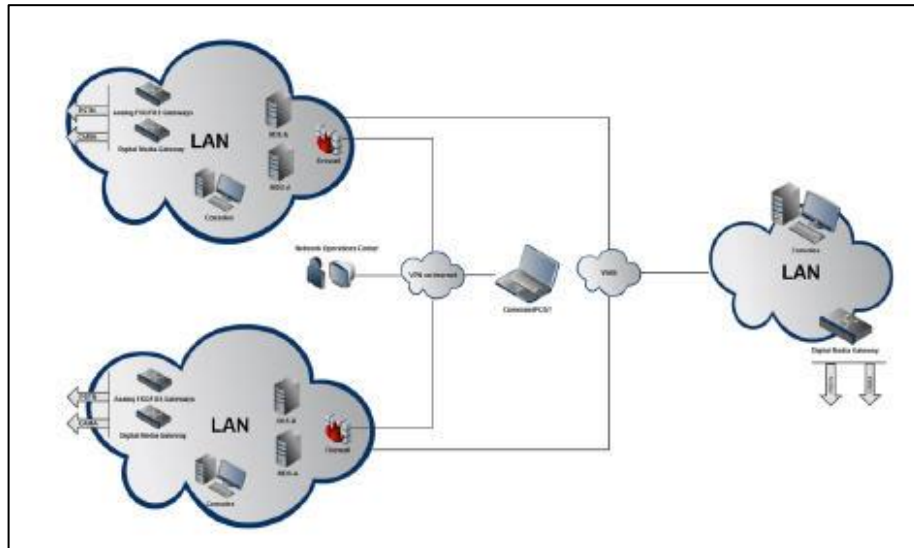
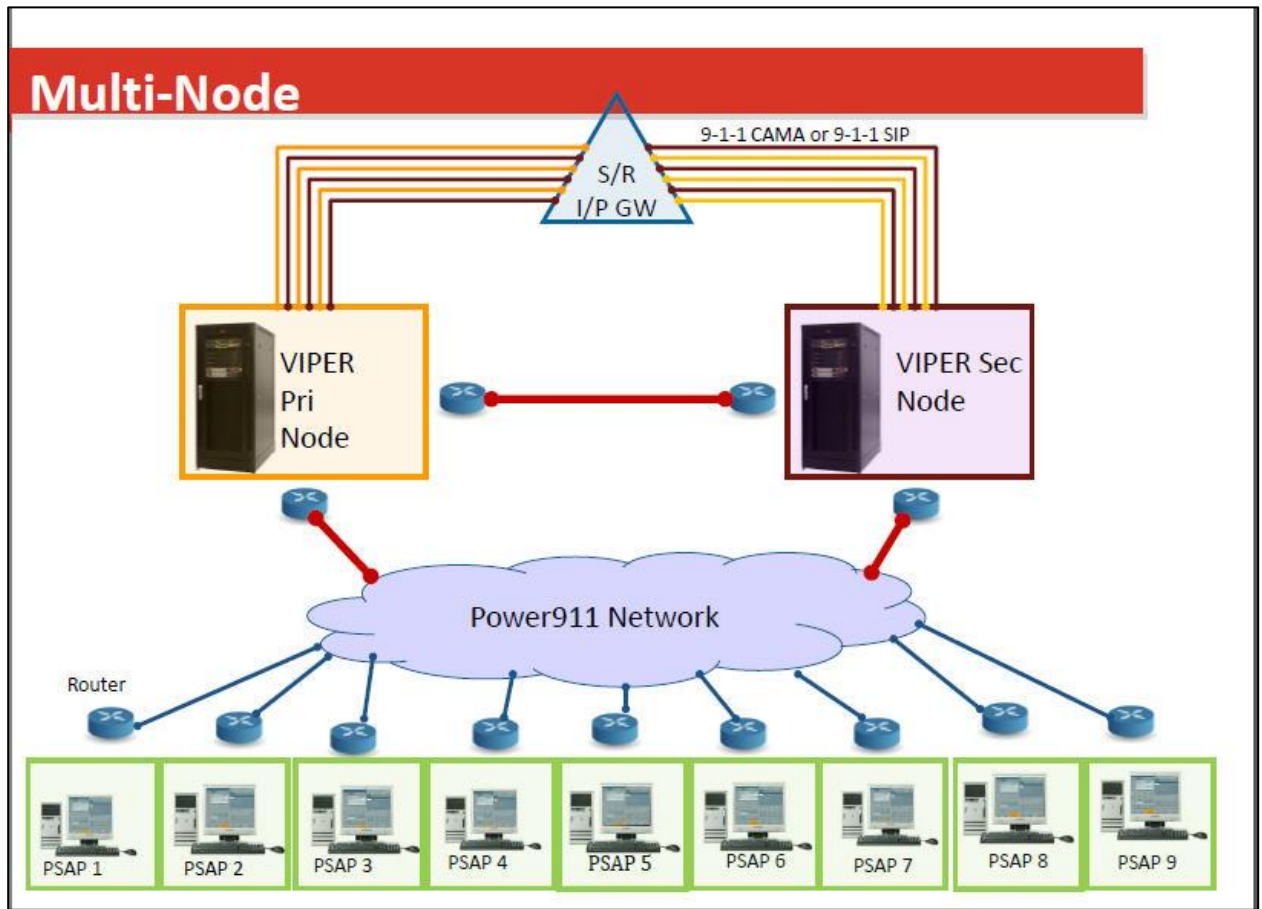


Figure 13.1 – VESTA in a Distributed GEO Diverse Configuration



**Figure 13.2 – VIPER GEO Diverse Multi-Node Host Remote**

### 13.3 SYSTEM HOSTS

CENTURYLINK's solution includes the required space and facilities to support the host systems. For each CPE system manufacturer, CenturyLink shall provide:

- Co-Location Space for host system components
- All racks and power requirements
- NG9-1-1 Core Components - Call Processing Servers, ALI Controllers, and system configuration databases at each host location
- MIS Servers – Single Deployment
  - Single Power MIS server at one of the two host sites
  - Single Aurora MIS server at one of the two host sites
- GIS Host Servers – Single Deployment
  - Single GIS Central Server at one of the two host sites
  - Single DataSync server at one of the two host sites
- Network Management Server
- Master Time Clock – Each host system
- Peripherals – KVM and monitors
- Backup Devices
- LAN switches
- Routers
- Patch Panels
- All cabling



**CENTURYLINK 9-1-1 AGREEMENT**  
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**13.4 REMOTE PSAPs**

CENTURYLINK will provide the following as ordered by individual PSAP:

- NG9-1-1 Call Taking equipment, including Gateways (FXO, FXS, and T1)
- GIS Mapping applications
- MIS Applications
- Remote Monitoring and Response
- Anti-Virus
- Firewall

**13.5 PSAP EQUIPMENT**

A sample of equipment to be installed is provided as a representative list only. The actual equipment requirement will vary PSAP to PSAP.

**13.5.1 Backroom Equipment**

- Racks
- UPS
- Gateways – FXS, FXO, and Digital ISDN T1
- LAN switches
- Serial Ports for serial hand offs (Example: CAD and DLR)
- Patch Panels
- Patch Cables
- Application servers (Example: GIS server for map updates)
- Monitors
- KVM
- CDR outputs to customer CAD and Recorders

**13.5.2 Front Room Equipment**

- NG9-1-1 Call taking Workstation, includes:
  - Keyboard & Mouse
  - Monitor for call taking GUI (19" or 22" LCD)
  - Monitor for mapping GUI (19" or 22" LCD)
  - Audio Control Box
  - 2 Headset Jacks
  - 2 Port KVM (Arbitrator)
  - Genovation Keypad
  - Extension cables
- Network Printer (1)
- Position UPS and Power Strips

**13.6 CABLING**

If, during site survey CenturyLink determines PSAP cabling is required, CENTURYLINK will install four (4) CAT6 drops to each 9-1-1 call taking position to 9-1-1 CPE equipment in back room. These four drops will be for exclusive use by CENTURYLINK for the 9-1-1 CPE equipment being provided to the PSAP by CENTURYLINK. The following will be included;

- (4) CAT 6 drops
  - (2) for 9-1-1 position CPU
  - (1) for audio to customer provided recording equipment
  - (1) spare
- (1) CAT 6 drop for network printer
- Cables from 9-1-1 CPE equipment to IQ MPLS Private Port Equipment
- CAT 3, 5, or 6 cables from 9-1-1 CPE equipment in backroom to IDF backboard in backroom
- Cabling will include all required jacks, patch panels, and patch cables

## **CENTURYLINK 9-1-1 AGREEMENT**

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#### **13.7 ADMIN LINES**

CENTURYLINK will provide PSAPs with Analog or Digital gateways for connecting analog administrative or ringdown lines, PSTN ISDN PRI lines, and tie lines to PSAPs PBX. PBX must support PRI ISDN / QSIG signaling.

#### **13.8 CDR OUTPUTS**

CENTURYLINK will provide CDR outputs to customers' CAD and Recording equipment. These outputs will terminate on or within 20 feet of CENTURYLINK's backroom equipment at PSAP

#### **13.9 HEADSET INTEGRATION**

CENTURYLINK will provide optional headset integration depending on PSAP requirement. CENTURYLINK D-mark is at the Audio Control Box. CENTURYLINK will work with PSAP radio maintenance provider for connectivity and testing.

#### **13.10 LOGGING RECORDER**

CENTURYLINK will provide an analog voice handoff to PSAPs logging recorder from the workstation audio control box. This handoff is from an 8 PIN plug, 7 feet long, off of the audio control box.

CENTURYLINK will work with PSAP's logging recorder vendor assuring audio is being sent to recorder. VOX or Contact Closure can be configured depending on each PSAPs requirement.

ANI can be sent for CDR to logging recorder if required by PSAP. CENTURYLINK will hand this CDR output off to PSAP in the 9-1-1 CPE equipment rack. PSAP would be responsible for extending to their recording equipment.

#### **13.11 TEXT MESSAGING AND TEXT MESSAGING SERVICES**

While the CENTURYLINK NG9-1-1 solution will support Text Messaging Services, the service offering is not part of the solution scope. Optional pricing will be provided to the PSAPs if they wish to implement the text messaging services.

#### **13.12 TEXT MESSAGING CPE INTERFACES**

Both proposed CPE products, West's VIPER and Airbus's VESTA provide an integrated text messaging interface. This interface is included in the CENTURYLINK solution.

#### **13.13 EXAMPLES OF EQUIPMENT NOT INCLUDED AT REMOTE PSAP SITES**

- Master Time Clock – Only required at host sites.
- Electrical Power
- Additional administrative workstations (Example: For MIS reporting)
- Reader boards
- Firewalls – Connectivity between PSAP LAN and local agency LAN
- Headsets
- Additional printers

#### **14.0 LOCAL GIS DATA MANAGEMENT**

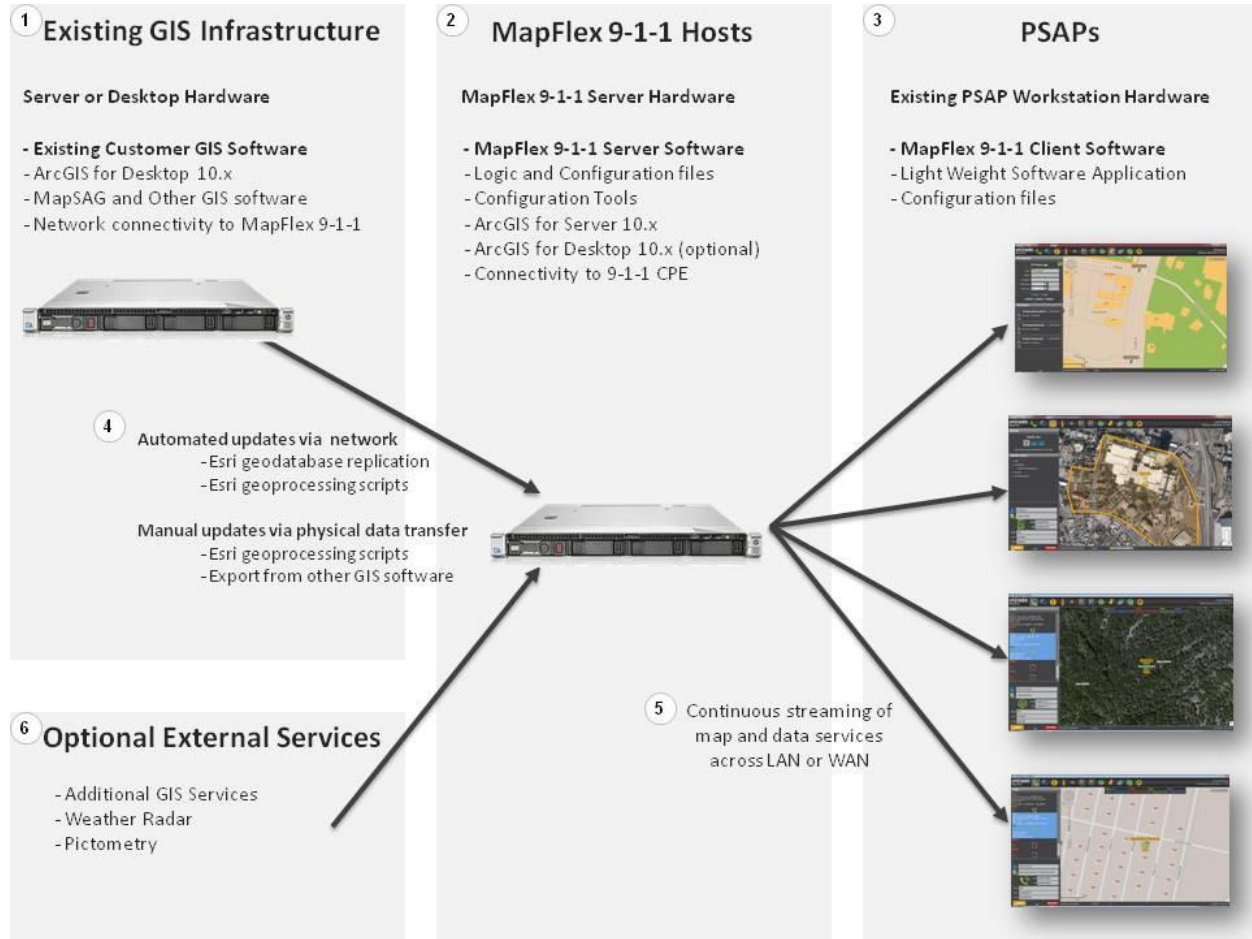
GIS Data Management will be a responsibility of the PSAP customer. A Centralized solution will be provided for updating Maps over the specific NG9-1-1 CPE vendors host / remote network. Below are vendor specific responses.

#### **14.1 WEST**

The MapFlex 9-1-1 architecture and data update process is described in the diagram and numbered, associated text below.

## CENTURYLINK 9-1-1 AGREEMENT

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#### 1 Existing GIS Infrastructure

- MapFlex 9-1-1 utilizes your agency's existing GIS infrastructure to enable the use of your accurate and complete local GIS data.
- MapFlex 9-1-1 can seamlessly consume data from Esri ArcGIS 10.x or from other GIS software that is capable of exporting data in an Esri compatible format.
- Network connectivity to the MapFlex 9-1-1 Host Server enables automated, near real time GIS data updates.

#### 2 MapFlex 9-1-1 Hosts

- A dedicated MapFlex 9-1-1 Server(s) is the core of the MapFlex 9-1-1 solution.
- MapFlex 9-1-1 Server(s) Software is based on ArcGIS for Server 10.x.
- All map and data configuration files are stored on this centralized server to enable fast and easy updates.
- Connects to your existing 9-1-1 system to geocode 9-1-1 calls and events.

#### 3 PSAPs

- Lightweight MapFlex 9-1-1 Client Software is installed on existing PSAP workstation hardware to consume the MapFlex 9-1-1 application and data from the MapFlex 9-1-1 Server.

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**4**

*Data Updates*

- Automated updates can be enabled via network connectivity between GIS server/desktop and MapFlex 9-1-1 server(s)
- Manual updates are also available via data extract and physical data transfer if no network connectivity exists.

**5**

*Data Streaming*

- When the MapFlex 9-1-1 Server(s) is updated with new GIS data the PSAP telecommunications instantly see the new updates without having to restart their systems.

**6**

*Optional External Services*

- MapFlex 9-1-1 can optionally consume data services such as weather radar using existing internet connectivity.

For PSAPs that are not utilizing MapFlex 9-1-1, West will provide services to update other mapping products' local servers. These services will utilize a similar workflow as the SIF. West will work with each mapping provider to understand the data requirements for each application. Finally, West will export data to each mapping provider's designated location at each PSAP in the required Esri data format and database schema. This data update process can be performed using a mix of Geodatabase replication, custom scripting or manual update processes over the network, where connectivity to the CENTURYLINK network exists, or manual updates via data extract and physical data transfer if no network connectivity exists, as required with each provider. West performs a similar service today with several providers for the entire State of New Mexico.

West's 9-1-1 SIF System is a managed service that encompasses an interface with multiple agencies to obtain locally maintained GIS data, perform error detection, normalize the data, transforming it into a common data schema, performing basic validations, reporting on gaps/overlaps that exceed a configurable threshold and provisioning to Next Generation 9-1-1 (NextGen 9-1-1) systems including Emergency Call Routing Function (ECRF), Location Validation Function (LVF) and MapFlex.

**14.1.1 Data Requirements**

The West SIF is designed to work with most customer provided GIS data. The GIS data accepted includes Esri formats personal Geodatabase, file Geodatabase, or shapefile. 9-1-1EGDMS utilizes a NENA NG9-1-1 GIS Data Model V1 compliant design, and the 9-1-1EGDMS system will help customer data comply with these standards and guide them to meet the minimum data requirements. There may be cases where minor alterations of the customer data are required. West GIS Analysts will review the GIS data format and recommend any necessary changes.

The feature classes supported by West's SIF include:

- Street Centerlines - Street centerline data for the agency's jurisdiction with optional street name alias tables.
- Fire Response Boundary - Fire response boundary polygons for the agency's jurisdiction.
- Address/Structure Location - Address/structure points for the agency's jurisdiction.
- Law Response Boundary - Law response boundary polygons for the agency's jurisdiction.
- PSAP Area Boundary - Public Safety Answering Point boundary polygons for the agency's jurisdiction.
- EMS Response Boundary - EMS/medical response boundary polygons for the agency's jurisdiction.
- Emergency Service Zone - Service response boundary (ESN boundary) polygons that include Fire, Law, and EMS response agencies in the jurisdiction.
- Municipal Boundary - Municipal boundary polygon(s) for the agency's jurisdiction.
- Authoritative Boundary - Authoritative boundary polygon that covers the geographic region in which the agency has jurisdiction.

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**14.1.2 User Interface**

The West customer portal is a fully web-based solution that serves as West's front end user interface for the National Emergency Number Association (NENA) Spatial Information Function (SIF) requirement. The portal provides secure GIS file transfer to West and customers are able to maintain their local database schema and configure database changes on the fly. The portal provides:

- Secure File transfer via West Unified Portal (IUP) with secure 2 factor authentication
- Popular file format support for File Geodatabase, Personal Geodatabase and Shapefile
- Automated schema change detection and error notification
- Attribute field mapping configuration driven by the customer
- Automated Email notifications for upload and processing status
- GIS Data Validation Report Retrieval

The web application allows customers to upload their GIS data, to capture and manage the metadata related to the contents of GIS uploads, to convey processing status of the uploaded data, and to access reports generated during processing and validation of those uploads. 9-1-1 GIS data is managed by our customers in different forms and by different entities at different levels of government. The county or other governmental agencies which are responsible for providing the spatial addressing information may have other data management responsibilities beyond 9-1-1, and as a result we expect most customer schemas to be unique and dynamic.

The key functionality of the portal is the schema configuration user interface (UI) and GIS data interrogator. The field mapping tools allows customer to configure their database field mappings and update them when necessary. Upon successful data transmission, an automated process extracts the data from its compressed (.zip) format and reads the contents of the database or shapefiles. The data interrogator automatically checks that the data contents are valid, in the correct format, with the required attribute fields as mapped and stored within the system's schema field mapping configuration template. Any discrepancy or schema change triggers automatic notification to the data provider, alerting them that action is required. In the event that the schema was changed and saved fields are missing or their properties have changed, the customer can make the necessary changes immediately. This allows each customer to maintain individual database schemas and make changes as necessary within the portal UI.

**14.1.3 System Architecture**

The West web portal is the centerpiece of interaction between the various users of the system, and the server-side systems will store, process and distribute the incoming customer GIS data. Application web services will provide enhanced and automated processing capabilities on the customer GIS data, allowing for fast and large scale throughput. Enterprise GIS datastores will support QA/QC activities, and also serve as the SIF. The SIF will also interact with application web services to provision GIS data to i3 datastores including ECRF/LVF, MapFlex, and DataSync.

The architecture for the solution is based on leveraging a suite of commercial software tools which will provide the core system capabilities to store and manage GIS data, manage the processing workflows, and perform various geospatial extract, transform, load (ETL) roles. Automated processing tools include Esri ArcGIS for Server to provide enterprise GIS data storage and management, FME from Safe Software to provide geospatial ETL capabilities, and Workflow Manager from Esri, to manage the overall processing workflows, automation and processing job state management and reporting capabilities.

The West solution involves proprietary delta detection tools that allow customers to submit full GIS databases as opposed to only added/changed/deleted features. As many GIS agencies do not possess the licensing requirements for Esri replication, and many do not maintain Unique IDs, the ability for all customers to isolate and submit only changed features is not reliable or easily achieved. Not only does this solution support any customer data (shapefile, Personal Geodatabase or File Geodatabase formats) it does not require additional licensing and does not require that the agency maintain UIDs. With incoming customer data separated into changed and unchanged sets, and the changes flagged as being geometry based, or attribute based, the West solution will run both validation and coalescing operations on only the changed data alone, which will expedite the overall processing time and streamline the provisioning update processes.

**CENTURYLINK 9-1-1 AGREEMENT**  
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The upload details screen allows user to configure the upload, and view an activity log for the selected upload.

| EGDMS Feature Class   | Agency Feature Class                         | State                         |
|---|--|-------------------------------|
| <b>Street Centerlines</b>   | Roads  | <b>Field Error(s) Present</b> |
| Feature Count:38  | Projection:NAD_1983_StatePlane_Texas_Cent... | <a href="#">Create Note</a>   |
| Select an Agency Attribute to map to the listed EGDMS Attributes. |  |                               |
| EGDMS Attribute   | Agency Attribute                             | Type Length State/Status      |
| *Left from Address  | L_ADD_FROM                                   | Integer Pending Review        |
| *Left to Address  | N/A  | Integer Accepted              |
| *Right from Address   | ALT_NAME                                     | Integer Accepted              |
| *Right to Address   | C1_EXCEPTI                                   | Integer Accepted              |
| Parity Left   | CREATION_D                                   |                               |
| Parity Right  | CREATION_U                                   |                               |
| Street Pre-Modifier   | DIVIDED                                      |                               |
|   | LCOMMUNITY                                   |                               |
|   | LCOUNTY                                      |                               |
|   | LESN   |                               |
| *Street Prefix Directional  | L_ADD_FROM                                   | String 2 Accepted             |
| *Street Name Pre-Type   | L_ADD_TO                                     | Rejected                      |
|   | MODIFY_DAT                                   | Previous Mapping Missing      |
|   | MODIFY_USE                                   |                               |

The user can configure their schema field mappings, and correct any errors using the Field Mapping Tools. Schema validation includes automated data type and field length warnings/errors

## 14.2 AIRBUS ORION VELA

The Arizona 9-1-1 Program office, Local 9-1-1 System Administrator, or PSAP will maintain the ORION Vela map displays (Templates) for all PSAPs on their map administration workstation. They will publish these Templates and map data updates to the DataSync Center server. The DataSync Center server will synchronize Template and map data updates on a scheduled and/or instantaneous basis. PSAPs with more than six positions will require a DataSync Edge server to be located at the PSAP. DataSync clients on PSAP workstations will periodically check (default is 5 min) for available updates on their respective DataSync server. When an update is available, DataSync client will pull the update package down from its respective Edge or Center server in the background without interfering with active applications. When the update is downloaded and processed a notification appears to the call taker stating that an update is available. They may then restart the ORION Vela application at their leisure.

Map data updates may be passed to the Arizona 9-1-1 Program office, Local 9-1-1 System Administrator, or PSAP via mapped network drives to the DataSync Center server. Current regional map administrators may continue to maintain their map displays and would pass their Template updates with their map data updates.

Orion Vela can use the data from the SIF. This is done using the field names and file names of specific map data layers. Ultimately, the data must be provided in shapefile format.

## 15.0 IP RECORDING OF 9-1-1 CALLS

There are several options available for recording of the solution. The methodology chosen will depend on the PSAP's needs, CPE vendor capabilities and Logging Recorder capabilities.

The most common option in an ESInet environment is position based recording. The West A9-1-1 VIPER proposal provides an analog output of position audio at the headset/handset jack level to include radio traffic if radio audio is provided to that jack by the PSAPs radio vendor. The West solution is capable of headset arbitration of the telephone/radio traffic with the arbitration managed by the West telephone, or managed by the radio provider. CenturyLink will work with the PSAPs to determine the operational

## **CENTURYLINK 9-1-1 AGREEMENT**

### **ATTACHMENTS, EXHIBITS, SERVICE GUIDES, OR SOWS INCORPORATED INTO THE SERVICE EXHIBITS CENTURYLINK NG9-1-1 WITH MANAGED 9-1-1 CPE TECHNICAL DOCUMENT SERVICE EXHIBIT FOR STATE OF ARIZONA 9-1-1 SYSTEM**

architecture that works best for the PSAP, and the PSAP will need to engage their radio vendor for the appropriate radio connections.

Airbus VESTA provides an analog output of position audio at the headset/handset jack level and is capable of headset arbitration of the telephone/radio traffic with the arbitration managed by the Airbus sound device or managed by the radio provider. CenturyLink will work with the PSAPs to determine the operational architecture that works best for the PSAP, and the PSAP will need to engage their radio vendor for the appropriate radio connections.

NENA is in process of developing an i3 specification for Logging Recorders. West will meet the NENA i3 build-to standard for a new IP logging recorder interface, as published at the time of deployment of said interface in Arizona PSAPs. West participated in NENA ICE 8 to demonstrate this capability.

As an option, West offers a cloud based logging recorder service for NG9-1-1 voice traffic in the West cloud core call taking solution. This would capture voice traffic at each redundant West data center, and provide for a browser based access through separate secure paths to recording management. Options are also available to provide for alternate IP networking for migration of the recording files to local storage devices for local, or consolidated access. The specific architecture and technology would depend on the Logging Recorder vendor selected.

#### **15.1 WEST VIPER**

From the CPE perspective, West has available a 3rd Party IP Recorder Interface Kit providing for the following:

##### **15.1.1 Physical IP packet-capture solution**

This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder at the VIPER switch level.

##### **15.1.2 VIPER 3rd party recording license**

This is the VIPER-side license that enables a 3rd party recorder to have a one way IP connection to VIPER.

###### **15.1.2.1 Span port method**

Two Small form-factor pluggable transceiver (SFP) modules are inserted into each VIPER LAN switch pair. There will be one SFP per switch. Each SFP module enables a gigabit SPAN IP output flow, which will feed either a primary or a secondary 3rd party recorder.

###### **15.1.2.2 Passive Tap method**

Passive taps are placed in the voice path between the VIPER VOIP servers and the VIPER LAN switches. The taps all feed an aggregator module which provides two output flows. These will feed both a primary and a secondary 3rd party recorder. One Tap Port Set (P10010) is needed per VIPER node from where tapping is to take place.

Please see the attached Product Bulletin for greater detail on the Third Party IP-Recording Kit

#### **15.2 AIRBUS VESTA**

For Airbus System, IP recording can be done using the Span port method as described in section 15.1.2.1 above.

#### **15.3 CENTURYLINK IP CLOUD RECORDING SERVICE**

As of January 2016, CENTURYLINK is engaged in developing a cloud recording solution for the hosted Airbus VESTA.

#### **15.4 IP RECORDING COSTS**

IP Recording is not included with the current service offering. If IP recording is required at the PSAP or Host System level, additional charges would apply for equipment and labor.

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**16.0 CUSTOMER TRAINING**

CENTURYLINK will provide the following training options to PSAPs. It is assumed all training will take place at customer location and customer will provide a facility appropriate for conducting training.

**16.1 AIRBUS ADMIN TRAINING**

CENTURYLINK will provide administrative training for Airbus Systems for each PSAP as follows. Each class size is limited to 8 students.

- (1) VESTA Administrative class
  - Course Duration: 1 Day
- (1) Activity View Administration class
  - Course Duration: 4 Hours
- (1) DataSync Administration class
  - Course Duration: 1 Day

**16.2 AIRBUS TRAIN-THE-TRAINER AGENT TRAINING**

CENTURYLINK will provide (1) Agent Train the Trainer class to each new PSAP. Train-The-Trainer classes will cover all agent topics as well as tips to train the call takers specific to the PSAP. Class size is limited to 8 students and course duration is 1 day.

**16.3 AIRBUS CUT-OVER COACHING**

CENTURYLINK will provide a trainer on site on day of cut over to answer any questions and or assist call takers as they transition to the new system.

**16.4 AIRBUS WEBINARS**

Airbus's training department will develop a value added free quarterly webinar based service to review what's new, answer questions, etc. Topics are TBD, but might include:

- Major System Changes
- New Features
- Important need to know information
- Etc

**16.5 WEST ADMIN TRAINING**

CENTURYLINK will provide one (1) on-site training session for End User administrators. This training is expected to last for two (2) full days (6 training hours per day). The End User may have up to eight employees attending the West on-site training as long as the End User provides an adequate training facility and workstations/computers for number of attendees. In addition, one additional day of Administrator training is provided to support the cutover.

**16.6 WEST AGENT TRAINING**

West will provide either end-user training or train the trainer training for the End User, as follows:

- Training the Trainer - one (1) on-site training session for up to eight End User Power 9-1-1 call takers/dispatchers with a maximum of 2 people per workstation. This training is expected to last for two (2) full days (6 training hours per day). Training will be provided in train-the-trainer format.
- End User Training - in lieu of Training the Trainer West can provide all End User Training. Training is provided to a maximum of eight End User call takers/dispatchers, per training session, with a maximum of two training sessions per day. One workstation for each two students is required. West includes sufficient days to have up to 8 trainees per session, for all call takers at a VIPER Power 9-1-1 site upon deployment, i.e. Number of sessions = Number of call takers divided by 8. Additional Optional Training days for a maximum of eight End User call takers/dispatchers per session may be purchased to accommodate all call taker/dispatchers.



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**16.7 Ad Hoc TRAINING**

CENTURYLINK will provide onsite technician support on ad-hoc basis, at no additional charge to PSAP, to demonstrate features for call taker supervisors. This is not in lieu of formal training.

**17.0 CENTURYLINK LEVEL OF SUPPORT**

**17.1 REPAIR AND RESPONSE TIMES**

CENTURYLINK Response Times includes the following with our Next Gen 9-1-1 Managed Services Agreement. Response Time shall be defined as the amount of time expired between the time in which the issue is detected by the CENTURYLINK NOC to the time that a qualified technician is on-site and actively troubleshooting the issue.

- CENTURYLINK shall provide designated PSAP personnel with notification of an outage within thirty (30) minutes after discovering a service affecting issue. Notification shall be made via a mutually agreed upon means, e.g., phone, email, text, or a combination thereof. Updates on the service affecting issue shall be provided no later than two hours after initial notification with updates being provided as mutually agreed upon between designated PSAP personnel and CENTURYLINK.
- Response Time Coverage - Seven (7) days per week, 24 hours per day, 365 Days of the year with a two (2) hour (maximum) response time to have a CENTURYLINK technician on site for all 9-1-1 related hardware, software, network repair/maintenance issues or events. This includes all Holidays.
- Response Times for PSAPS in Maricopa Region and Pima County will be provided in a 90 minute (maximum) on-site response time.
- One (1) 800 Number is provided to all PSAP's for both 9-1-1 Network and Equipment repair issues. This also improves response times whereas the PSAP's do not need to call two different numbers to open a repair 9-1-1 call.
- If the issue that was called in cannot be resolved through our CENTURYLINK remote diagnostics and repair Network Operations Center (NOC), then a technician shall be on-site within the above stated response times.
- The CENTURYLINK 9-1-1 NOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.
- In the event that a system has failed completely, the 9-1-1 System Administrator shall be updated hourly by the Arizona 9-1-1 CENTURYLINK Service Manager, Account Team and or Network Operations Center.
- If the system is anticipated to be down longer than 24 hours, the State 9-1-1 Administrator and State 9-1-1 office shall be notified immediately.
- CENTURYLINK provides new and updated escalation list(s) to the PSAPs in our monthly and quarterly PSAP and State 9-1-1 meetings. The PSAP can escalate at any time to the local dedicated 9-1-1 CENTURYLINK account team and Area Operations personnel.
- To assure that quicker response times are met, CENTURYLINK maintains manufacturer-recommended maintenance components at twelve (12) local Arizona CENTURYLINK installation and maintenance facilities. Some maintenance spare parts are also housed at the 9-1-1 PSAP facility depending on the location and size of the PSAP.
- Remote VPN (Virtual Private Network) access is being implemented as part of our Managed Services that also improve(s) response times.

**17.2 TROUBLESHOOTING:**

**Trouble Ticket Resolution and Coordination with Solution Partners/ Manufacturers:**

- CENTURYLINK 9-1-1 NOC uses Solution Partners/Manufacturers Web-based portals to track all manufacturer related 9-1-1 equipment issues. These portals provide CENTURYLINK with a fast, easy way to communicate directly with the 9-1-1 equipment manufacturer's in real time. CENTURYLINK can prioritize the severity of the repair problem with each vendor.

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- The portals also allow CENTURYLINK to review and identify other 9-1-1 locations within the CENTURYLINK territories that are having some of the same or identical manufacturer repair issues.
- These online tracking site(s) will allow CENTURYLINK to get hourly, daily, or weekly Service Ticket Alerts via e-mail for additional tracking purposes. The Web-based service and support command center provides CENTURYLINK with a direct escalation process for open manufacturer issues.
- These sites also are used by CENTURYLINK to complete Return Material Access (RMA) and track on repair equipment if a part needs to be returned. Using CENTURYLINK to complete all of the problem tracking and follow up procedures eliminates the need for the 9-1-1 PSAP personnel to complete this task.
- The following steps are taken for escalation and coordination with our 9-1-1 Partners as outlined below:
  - Step 1 CENTURYLINK NOC Tier 2 support interfaces directly with our approved 9-1-1 equipment partners. A case ticket is opened through the online CENTURYLINK manufacturer portal. CENTURYLINK prioritizes the ticket as an escalation on the Web site and this is instantly marked high priority.
  - Step 2 - All of the high priority repairs are reviewed with the 9-1-1 equipment manufacturers hourly, daily, and discussed on weekly conference calls if required.
  - Step 3 - The PSAP is provided progress reports via e-mail updates, through conference calls and service meetings.
  - CENTURYLINK also is notified through Partners Product Bulletins and Notices of trouble solutions and resolutions from each Manufacturer that also will assist in getting the trouble ticket closed.
    - CENTURYLINK also provides Business Solutions Alerts of any Arizona 9-1-1 outages that may be caused from Cable cuts, Fiber cuts or equipment failures. The State 9-1-1 Administrator and State 9-1-1 office are notified along with the PSAP(s) affected of such outages via our Arizona 9-1-1 service manager.
  - Step 4 – If it is determined that a patch or firmware upgrade is required from the Manufacturer, CENTURYLINK will keep the trouble tickets opened until final resolution of the ticket from the manufacturer.
  - Step 5 – Repair is resolved. If a Patch or Firmware is needed it will be installed remotely.
  - Step 6 – PSAP is notified of repair resolution and ticket is not closed with Partner until PSAP provides CENTURYLINK NOC or technician with authorization to close the ticket.
- Included in our Managed Services offering is monitoring and response from our 9-1-1 Managed Services Partners. If CENTURYLINK partners recognize a repair issue at the PSAP site through the remote monitoring process, the partner will open up a ticket with CENTURYLINK NOC. Same steps are followed for escalation and closure of ticket.
- CENTURYLINK 9-1-1 account teams can also view and track resolution during the repair process on the partner portal.

**Feet-on-the-street support**

- CENTURYLINK has been installing, maintaining, and servicing 9-1-1 CPE and Network for over 25 years in the State of Arizona. Over the past eighteen years, CENTURYLINK has planned, installed, and maintains over 70 PSAPs in Arizona for 9-1-1 equipment and network. Currently in Arizona, CENTURYLINK has dedicated certified 9-1-1 technicians strategically located in Northern and Southern Arizona. CENTURYLINK technicians are certified annually on any new product(s) by our 9-1-1 manufacturers. In addition to our dedicated 9-1-1 technicians, we also provide 9-1-1 network support on the current WAN/LAN IP and Digital networks.
- CENTURYLINK 9-1-1 technicians provide installation and maintenance support Seven (7) days per week, 24 hours per day, 365 Days per year to our 9-1-1 PSAP Centers.

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- Feet on the street support will be provided by CENTURYLINK 9-1-1 Technicians, Data Technicians, Network Technicians and CENTURYLINK Contractors. We also will provide System Design engineering if needed.
- CENTURYLINK provides local System Design and engineering support for 9-1-1 Network, Equipment and integration as part of our Managed Services offering as needed.

**18.0 DOCUMENT REFERENCES**

- 1 AZ NG9-1-1 Design (Rev 150921)
- 2 2014 Compliance Management Tearsheet
- 3 Savvis – 2013 Type 2 – SOC 1 Report
- 4 CIDB-AdditionalData Interface for A9-1-1\_Version 1.1
- 5 ECRF-LoST Interface for A9-1-1\_Version 1.1
- 6 ESRP Terminating Interface for A9-1-1\_Version 1.0
- 7 LIS-HELD Interface for A9-1-1\_Version 1.1
- 8 PBN-2013-Third Party IP-Recording Kit
- 9 Vesta SMS\_PB 06-2014
- 10 PAD Datasheet

**19.0 “AZ NG9-1-1 DESIGN” DOCUMENT – DRAWING TABS**

| <b>Tab</b>               | <b>Description</b>  |
|--------------------------|---|
| <b>ESInet</b>            | Drawing showing the MPLS network that comprises the ESInet and includes:<br>LSR to LNG<br>LNG to ECMC<br>ECMC to CPE Hosts – VIPER and VESTA  |
| <b>LNG</b>               | Drawing includes the major equipment and network design within the LNG Data Centers, showing route diversity and equipment diversity  |
| <b>VIPER MPLS</b>        | Drawing of the VIPER Host/Remote MPLS Network.  |
| <b>VIPER ECMC</b>        | Drawing of major components in West’s ECMCs including VIPER host and the West cloud   |
| <b>VIPER Remote</b>      | Drawing showing typical network connectivity to remote site with diverse PSAP and Central Office equipment. Local loop will be redundant and not diverse, meaning, all in one sheath or trench. Includes typical VIPER equipment to be installed in each PSAP backroom. |
| <b>VIPER Workstation</b> | Drawing of VIPER workstation equipment with handoffs to recorder and radio (for headset integration)  |
| <b>VESTA MPLS</b>        | Drawing of the VESTA Host/Remote MPLS network   |
| <b>VESTA Host</b>        | Drawing of VESTA Host sites, showing the major equipment and network design within the VESTA Host Data Centers, showing route diversity and equipment diversity   |
| <b>VESTA Remote</b>      | Drawing showing typical network connectivity to remote site with diverse PSAP and Central Office equipment. Local loop will be redundant and not diverse, meaning, all in one sheath or trench. Includes typical VESTA equipment to be installed in each PSAP backroom  |
| <b>VESTA Workstation</b> | Drawing of VESTA workstation equipment with handoffs to recorder and radio (for headset integration)  |

## 7. B.

### CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Holland Christie, Public Services Manager  
**Co-Submitter:** Mark Cesare  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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#### TITLE:

**Consideration and Adoption of Resolution No. 2018-03 and Resolution No. 2018-04:** A resolution of the Flagstaff City Council authorizing the City to formally join the Coconino County Free Library District; and a resolution of the Flagstaff City Council authorizing the City to re-enter into an Intergovernmental Agreement with the Library District and other Northern Arizona communities.

#### STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2018-03 by title only
- 2) City Clerk reads Resolution No. 2018-03 by title only (if approved above)
- 3) Adopt Resolution No. 2018-03
- 4) Read Resolution No. 2018-04 by title only
- 5) City Clerk reads Resolution No. 2018-04 by title only (if approved above)
- 6) Adopt Resolution No. 2018-04

#### Executive Summary:

The previous IGA between the Library District, the City, and other Northern Arizona communities governing the administration and funding of Branch and Affiliate Libraries of the Coconino County Free Library District was approved in July of 2014, with a term of two years. This revised IGA will again cover details regarding administration and funding of the libraries, with a term of five years. Joining the Library District allows the City to be a party to the revised IGA, with the resulting benefits to the City to include establishing cooperative agreements, base funding amounts, and well-defined roles for all the libraries within the Library District.

#### Financial Impact:

The IGA details funding sources and allocations to the City from the Library District tax. Should the City choose not to join the IGA, the City would not receive these allocations, resulting in a greater financial cost to the City to maintain its libraries. Sharing in the costs associated with maintaining the Flagstaff libraries also allows the City and County to share in the benefits of a robust library system while easing the cost for both. Flagstaff's role in the administration of the IGA also benefits other Northern Arizona communities while compensating the City for its time and resources. Based on the IGA, Flagstaff libraries will received a base amount of \$2,224,272 annually as well as \$100,000 to provide District oversight of Branch, Affiliate & Other Libraries.

**Policy Impact:**

This IGA outlines how the District, the City of Flagstaff, and other Northern Arizona communities will share in the management of the libraries in our respective locations.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

This resolution supports the Council goal for Economic Development which is to grow and strengthen a more equitable and resilient economy. Libraries are the cornerstones of a democratic society and an educated community means a more resilient workforce and economy. Our libraries also assist several visitors from around the globe each year which helps us to encourage them to extend their stay and also increases our overall economic impact.

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

Yes; in July of 2014, Council approved a similar IGA for a term of two years.

**Options and Alternatives:**

Option 1: Approve both resolutions, joining the Library District and entering into the IGA for a term of five years

Option 2: Approve both resolutions, with modifications to the terms of the IGA

Option 3: Not approve the resolutions, and the City will withdraw from its current relationship with the Library District

**Background/History:**

The last IGA between the County and the City regarding the administration and funding of Branch and Affiliate Libraries of the Coconino County Free Library District was approved July of 2014 and lasted for two years. This IGA was established as a way to collaborate our efforts as two governmental agencies to provide the best library services possible city and county-wide.

**Key Considerations:**

Authorization to join the Library District and approval of the IGA will enhance the services our libraries are able to provide and enhance the overall experience of our library patrons, while enabling the City and other communities to share resources.

**Community Benefits and Considerations:**

The collaboration outlined in the IGA allows the City to offer the best library services possible for our patrons by offering a robust circulation of materials and resources for the communities in which we serve. We also have the opportunity to share or staff knowledge across all libraries and to continue to create programming that benefits all of northern Arizona.

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**Attachments:**

[Power Point](#)

[Library IGA](#)

[Res 2018-03](#)

[Res 2018-04](#)

[PowerPoint.LibraryDistrict](#)

[Appendix A](#)

[Appendix B](#)

[Appendix C](#)

## Appendix D



TEAM FLAGSTAFF



# FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY UPDATE

JANUARY 16, 2018  
ECONOMIC VITALITY DIVISION





# TEAM FLAGSTAFF



## MISSION:

The mission of the Flagstaff City - Coconino County Public Library is to **provide a supportive environment for the community, enhancing quality of life through services, materials, programs, Internet access and electronic resources that meet the diverse needs of residents of all ages** as well as visitors to Flagstaff and Coconino County.







# TEAM FLAGSTAFF



## HIGHLIGHTS:

- Our libraries were visited by 1,218,848 + patrons
- The Summer Reading Challenge had more than 1,300 youth participants and 605 adult participants
- We gave away 599 books and 528 Flagstaff Fun Folders
- The Youth Services department and East Flagstaff Community Library presented more than 170 programs with over 5,300 attendees
- We had 4 grants submitted with \$63,584 awarded to our libraries





# TEAM FLAGSTAFF



## HIGHLIGHTS:

- Remodeling and Upgrades:
  - Main Library – Bathroom remodel, carpet installation throughout the facility, RFID machine construction in progress, and new sign installed
  - East Flag Library – RFID to be installed soon; new family bathroom coming this year
- Tuba City Library has a new mural and new study tables
- Page and Fredonia Libraries increased their Internet speed above the FCC recommended speeds
- Williams Public Library unveiled a new history exhibit





# TEAM FLAGSTAFF



## HIGHLIGHTS:

- 1.2 million materials were circulated
- 133,418 cardholders in total

| MATERIALS CIRCULATED |           |
|----------------------|-----------|
|                      | Amount    |
| Bookmobile           | 9,721     |
| Detention Fac.       | 21,472    |
| Flagstaff - 3 Libs   | 827,217   |
| Forest Lakes         | 4,121     |
| Fredonia             | 8,324     |
| Grand Canyon         | 24,758    |
| Law Library          | 6,747     |
| Page                 | 92,013    |
| Sedona               | 247,742   |
| Tuba City            | 12,189    |
| Williams             | 19,957    |
| Total                | 1,274,261 |

| LIBRARY CARDHOLDERS |         |
|---------------------|---------|
|                     | Amount  |
| Bookmobile          | 1,262   |
| Detention Fac.      | 1,215   |
| Flagstaff - 3 Libs  | 79,303  |
| Forest Lakes        | 1,294   |
| Fredonia            | 1,912   |
| Grand Canyon        | 1,963   |
| Law Library         | 0       |
| Page                | 15,135  |
| Sedona              | 12,318  |
| Tuba City           | 17,578  |
| Williams            | 1,438   |
| Total               | 133,418 |



## City-County IGA Changes:

- Added an Appendix to clarify division of responsibilities among the parties
- Added and modified definitions, including:
  - County Librarian – modified to give the City of Flagstaff input into the Board of Supervisor's choice of appointee and to clarify that the City of Flagstaff will decide what role the County Librarian will have within the City
  - Facility Maintenance – clarifies which parties are responsible for daily upkeep of buildings
  - Library Services/Other Services – clarifies which services receive priority for funding
- Updated distribution amounts based on current tax receipts
- Provided additional funding to the City of Flagstaff for administration of the IGA
- Increased the term of the IGA to five years





# QUESTIONS?



## INTERGOVERNMENTAL AGREEMENT

### Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District

This Intergovernmental Agreement (IGA) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and among the **City of Flagstaff** (“**Flagstaff**”), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, the **City of Williams**, an Arizona municipal corporation with offices at 113 South First Street, Williams, Arizona 86046, the **City of Page**, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona 86040, the **Town of Fredonia**, an Arizona municipal corporation with offices at Town Hall, Fredonia, Arizona 86022, **Coconino County** ( the “**County**”), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001, the **City of Sedona**, an Arizona municipal corporation with offices at 102 Roadrunner Drive, Sedona, Arizona 86336 (all of the foregoing sometimes referred to as the “**Operating Parties**”), and the **Coconino County Free Library District** (the “**District**”), a county free library district, special taxing district and political subdivision of the State of Arizona duly formed and existing under the provisions of Title 9, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes, governed by the Coconino Board of Supervisors and acting through the District Board of Directors.

### RECITALS

- A. Each of the Operating Parties wishes to contract with the District and sponsors or operates one or more public libraries funded by the District;
- B. The District and the Operating Parties are funded by a county free library district tax levied by the District and collected on the District’s behalf by the County;
- C. The parties wish to set forth their agreement regarding the allocation of such tax receipts and the administration of the Operating Party libraries;

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

#### 1. Definitions

- 1.1. **Affiliate Library:** Libraries that are members of the District or contract with the District that are within an incorporated town or city. Each town and city are responsible for library facilities, operations, maintenance, and staffing. Affiliate Libraries include Fredonia Public Library, Page Public Library, Sedona Public Library, and Williams Public Library.

- 1.2. Base Amount: For purposes of this Agreement, the Base Amount is Four Million, Two Hundred Thirteen Thousand, Six Hundred Forty-Five Dollars (\$4,213,645).
- 1.3. Branch Library: Libraries that are members of the District or contract with the District that are within Flagstaff or in the unincorporated portions of Coconino County, and whose employees and library operations are administered through Flagstaff. Branch Libraries include the East Flagstaff Community Library, the Coconino County Bookmobile, Coconino County Correctional Facility Library, Forest Lakes Community Library, Tuba City Public Library, and Grand Canyon Community Library. Branch Library staff are Flagstaff employees.
- 1.4. County Librarian: Per A.R.S. §11-908, a county librarian will be appointed by the Board of Supervisors, in consultation with Flagstaff, to serve at the pleasure of the board. Eligibility requirement includes the possession of a certification of qualifications issued by the Board of Library Examiners. For the purposes of this IGA, the County Librarian is an employee of Flagstaff and either serves in the role of Library Director or is the Library Director's designee, as determined by Flagstaff, and will report to a Flagstaff supervisor for daily operations.
- 1.5. Coconino County Library District Council: The Coconino County Library District Council (the "Library Council"), having been formed by the Operating Parties, is comprised of one representative from each of the Operating Parties, and, in addition, a representative from the Sedona Public Library appointed by the District, and advises the Coconino County Board of Supervisors on matters concerning growth of services and/or facilities, special needs requests, and such other matters concerning administration of the District and libraries in the District upon which the Board of Supervisors shall request its advice. The role of the Library Council shall be advisory only and shall not bind or restrict the authority of the Coconino County Board of Supervisors in governing the District.
- 1.6. District: The Coconino County Free Library District, a county free library district, special taxing district and political subdivision of the State of Arizona duly formed and existing under the provisions of Title 9, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes, governed by the Coconino County Board of Supervisors and acting through the District Board of Directors.
- 1.7. District Libraries: All Affiliate, Branch, Other Libraries, and the Main Library. These libraries may be members of the District or may contract with the District.
- 1.8. Excess or Deficit: These terms refer to the difference between the amount of the Total Library District Tax and the Base Amount.
- 1.9. Facility Maintenance: Maintenance of a facility, including minor repair and daily upkeep of buildings, as set forth more fully in **Appendix A**.

- 1.10. Flagstaff City-Coconino County Public Library Board: The Flagstaff City-Coconino County Public Library Board (the “Library Board”) is comprised of one (1) City Council Member or designee, four (4) City residents, three (3) members appointed by the Coconino County Board of Supervisors with one (1) appointee being a Coconino County Supervisor or designee, and two (2) being County residents. The Library Board advises and makes policy recommendations to the County Librarian, the City Manager, County Manager, the City Council, and the County Board of Supervisors on matters that affect the operations and efficiency of the Main, Branch, Affiliate, and Other Libraries. The County Librarian is the staff liaison, and is a non-voting member.
- 1.11. Fund Balance: Any amount of money that had been approved for distribution, but was not spent in the fiscal year in which it was approved. These funds are held in separate accounts. Per State law, all appropriations expire at the end of a fiscal year. Therefore, the allocation and expenditure of such funds require approval by the appropriate Board or Council or their designee(s) prior to being spent.
- 1.12. Growth or Decline: These terms refer to the change in the funding that is available from the tax levy from the previous year.
- 1.13. Indirect Rate: A single fixed amount that is recalculated annually by Flagstaff that includes all allowable control services costs and is prepared in accordance with the simplified method as prescribed by OMB A-87.
- 1.14. Library Services: These services include but are not limited to: facilities for reading and study; purchase and maintenance of materials; access to online services and databases, including the internet; reference service, both in person and by telephone; request and interlibrary loan service; community programming; employment support services; and facility operation and maintenance. Library services are those that are in support of literacy. Any other services are categorized as Other Services. See definition 1.18.
- 1.15. Main Library: The Library located in Flagstaff that is the central library.
- 1.16. Operational Management: The control of the activities involved in providing Library Services, including but not limited to setting hours of operation, staffing, budget oversight, safety, programming, and collections.
- 1.17. Other Libraries: All Libraries that are members of the District or contract with the District and that are not Affiliate or Branch Libraries, including the Coconino County Law Library and the Havasupai Library. The jurisdictions/communities in which Other Libraries are located are responsible for library facilities, operations, and staffing.
- 1.18. Other Services: Services offered that are non-traditional library services. These may include: food service and programs such as beading or walking field trips. District funds are to be prioritized for Library Services, as defined in 1.14.
- 1.19. Ownership: Statement of legal owner of the building and land. When a lease exists,



owner and lessee are identified.

- 1.20. Total Library District Tax: For purposes of this Agreement, the Total Library District Tax is the gross amount collected annually from the Library District tax levy.

## **2. Allocation of Tax Receipts**

Base Amounts were determined by the original amounts set forth in the Library Tax Allocation Study of 1996 (**Appendix B**) plus all subsequent Growth/Decline allocations. Amounts were revised to be effective FY2019. Adjusted Base Amounts will be reviewed at the time of IGA renewal.

Upon receipt of funds, District will first allocate to Flagstaff the amount of One Hundred Thousand Dollars (\$100,000.00) to provide for District oversight of Branch, Affiliate, and Other Libraries, as set forth in **Appendix C**. This allocation will be adjusted annually to reflect the percentage of Flagstaff personnel pay increases, through market and merit increases or other pay/benefit increases, at the sole discretion of Flagstaff.

The Base Amount shall then be allocated for Library Services and Other Services (with funds prioritized for Library Services) as follows:

- 2.1 Sixty-Nine Thousand, Eight Hundred Eighteen Dollars (\$69,818.00) to the Town of Fredonia for the Fredonia Public Library; and
- 2.2 Three Hundred Thirty-Six Thousand, Eight Hundred Forty-Six Dollars (\$336,846.00) to the City of Page for the Page Public Library; and
- 2.3 Two million, Two Hundred Twenty-Four Thousand, Two Hundred and Seventy-Two Dollars (\$2,224, 272.00) to Flagstaff for the Main and Branch Libraries in the City of Flagstaff; and
- 2.4 Seventy-Eight Thousand, One Hundred Eight-Seven Dollars (\$78, 187.00) to Flagstaff for the County Bookmobile; and
- 2.5 Seventy-Two Thousand, Nine Hundred Eighteen Dollars (\$72,918.00) to County for the Coconino County Correctional Facility Library; and
- 2.6 Ninety-Four Thousand, Four Hundred Sixty-Four Dollars (\$94,464.00) to Flagstaff for the Grand Canyon Community Library; and
- 2.7 Two Hundred Nine Thousand, Six Hundred Fifty-Eight Dollars (\$209,658.00) to Flagstaff for the Tuba City Public Library; and
- 2.8 Eighty Thousand, Five Hundred and Forty Dollars (\$80,540.00) to Flagstaff for the Forest Lakes Public Library; and

- 2.9 Five Thousand, Three Hundred Sixty-Seven Dollars (\$5,367.00) to Flagstaff for the Havasupai Public Library; and
- 2.10 Three Hundred Eighteen Thousand, Two Hundred One Dollars (\$318,201.00) to Flagstaff to provide information technology support to Branch, Affiliate, and Other Libraries, divided into these portions:
  - a. One Hundred Forty-Six Thousand, Two Hundred Forty Dollars (\$146,240.00) to Automation Replacement; and
  - b. One Hundred Seventy-One Thousand, Nine Hundred Sixty-One Dollars (\$171,961.00) to District IT personnel; and
- 2.11 Three Hundred Ninety-One Thousand, Two Hundred Sixty-Seven Dollars (\$391,267.00) to the Sedona Public Library 501(c)(3) as directed by the City of Sedona for the Sedona Public Library; and
- 2.12 Ninety-Five Thousand, Forty-Seven Dollars (\$95,047.00) to the City of Williams for the Williams Public Library; and
- 2.13 Ninety-Six Thousand, Five Hundred Forty-One Dollars (\$96,541.00) to County for the County Law Library; and
- 2.14 Forty Thousand, Five Hundred Twenty Dollars (\$40,520) to Flagstaff for District Shared Digital Services.

**3. Administration of Funds; Amounts Collected Over or Under the Base Amount**

- 3.1 All funds for the Branch Libraries, as set forth in Section 2, shall be administered by Flagstaff; Flagstaff will serve as the fiscal agent for the District; funds for the Affiliate Sedona Public Library shall be administered by Sedona Public Library; funds for the County Law Library shall be administered by the County; and funds for each of the other Affiliate Libraries shall be administered by the incorporated city or town in whose jurisdiction such library is situated.
- 3.2 In the event that the District shall, in any fiscal year during the term of this Agreement, collect less total tax than the Base Amount (Decline), then such reduced tax collections shall be allocated first to the District oversight. Remaining funds will then be allocated among the District libraries at a rate that is proportionate to the Base Amount. The Base Amount shall not drop below \$5,000 for any library.
- 3.3 In the event that the District shall, in any fiscal year during the term of this Agreement, collect more total tax than the Base Amount (Growth), then such tax collections shall be allocated first as set forth in Section 2. The balance shall then be forwarded to Flagstaff to be expended, with the advice of the Coconino County Library District Council for: District-wide automation and growth projects; allocation to libraries based on criteria set forth by the Coconino County Library District Council; and expansion of existing library

facilities and services. Criteria for Allocation to Libraries is attached as **Appendix D**. The Board of Supervisors, with the advice of the Library Council, may choose to set aside or expend any such Excess funds for special needs of individual libraries, such as capital improvement or repairs, automation upgrades, or replacement of the Bookmobile. Any party administering the facility for which such special need occurs shall provide sufficient matching funds as determined by the Library Council.

- 3.4 Any funds of the District not expended in any fiscal year shall be held by Flagstaff or by Affiliate Libraries. These funds may be used in subsequent years for the uses described in Section 3.3, provided that the appropriate Board or Council allocates such funds through a budget appropriation. Branch Library base funds that are unused will be held by Flagstaff in a Fund Balance account specific to the branch. All funds disbursed to Affiliate Libraries remain with the Affiliate Library and will be allocated according to the procedures of the municipality or organization under which they operate.
- 3.5 Base funding for Affiliate Libraries shall be dispersed directly to the responsible cities, except the Base funding for the Sedona Public Library shall be dispersed to the Sedona Public Library 501(c)(3). Base funding for the Coconino County Law Library shall be dispersed directly to the County. Base funding for Branch Libraries and the Havasupai Library shall be disbursed to Flagstaff. The County shall disburse the base funds allocated as follows: one-half (1/2) of each amount allocated shall be distributed by November 30<sup>th</sup> of each fiscal year covered by this Agreement, and the balance of each such allocation no later than the following May 31<sup>st</sup>.
- 3.6 All funds allocated and disbursed under this Agreement shall be used solely for the purposes approved by the Board or Council or their designee(s).
- 3.7 The County shall provide to all parties a full accounting and reconciliation of collections and disbursements no later than 60 days following the end of each fiscal year.
- 3.8 Funds collected above the Base Amount plus Growth Amount will be reconciled by Coconino County following the close of the fiscal year and held by Coconino County Free Library District. These Excess funds will be distributed as set forth in 3.3 above.

#### **4. Effective Date and Term**

- 4.1 This Agreement shall be effective with respect to the Operating Parties and the District as of July 1, 2018 (the “Effective Date”).
- 4.2 This Agreement shall continue in force and effect until midnight on June 30, 2023, unless sooner terminated as indicated in this Agreement.
- 4.3 This Agreement may be terminated pursuant to Arizona Revised Statutes §38-511.
- 4.4 Any party may withdraw from this Agreement for convenience upon written notice to all other parties 30 days prior to the Effective Date, or upon 90 days written notice to all other parties at any time on or after 29 days prior to the Effective Date. The withdrawal

is effective on the last day of the written notice. The party who withdraws from the Agreement is no longer entitled to any benefits set forth in the Agreement, but the effectiveness of the Agreement with respect to the remaining parties remains unchanged.

- 4.5 Upon termination of this Agreement for any reason, any property purchased by a party using funds already paid to it shall remain the property of such party.

## **5. Assignment of Library Grants**

In addition to those funds allocated to Flagstaff under Section 2 of this Agreement, the County and the District hereby assign to Flagstaff their rights to library grant funds distributed by the State of Arizona during the term of this Agreement, and agree that Flagstaff may receive such grant funds directly from the State, provided that any and all such grant funds are expended solely for purposes of operation and development of county-wide free public library service.

## **6. Operations and Reporting**

- 6.1 During the term of this Agreement, each of the Operating Parties shall, with respect to all District public libraries sponsored and/or operated by it:
- 6.1.1 Ensure that all such libraries (other than the Coconino County Correctional Library) provide full use of their facilities and services to the general public or to a reasonably acceptable level of services to the general public under the circumstances;
  - 6.1.2 Cooperate in the planning and implementation of cooperative resource-sharing and District-wide automation projects and activities as the Board of Supervisors shall reasonably request;
  - 6.1.3 Maintain monthly circulation statistics and provide them to the District as and when requested;
  - 6.1.4 Complete or assist the District in completing its annual statistical survey for the state Library Extension Service; and
  - 6.1.5 Provide to the District, upon the District's reasonable request, a written accounting describing the application of all funds allocated and disbursed under this Agreement.
- 6.2 No later than September 30<sup>th</sup> of each year during the term of this Agreement, Flagstaff shall provide the County with an annual summary of expenditures of Flagstaff under this Agreement for the preceding fiscal year.
- 6.3 Flagstaff shall advise Affiliate Libraries as needed, but Affiliate Libraries remain responsible for library Operational Management, providing information technology support (unless otherwise agreed to by Flagstaff), securing a facility for library purposes, and Facility Maintenance. Flagstaff shall be responsible for the Operational

Management of Branch Libraries, providing information technology support, and Facility Maintenance. These respective duties are set forth in the Matrix of Library Details, attached as **Appendix A**.

- 6.4 Flagstaff, in accordance with its personnel and human resource policies, shall employ and pay the salary of the Coconino County Board of Supervisors' County Librarian appointed in accordance with A.R.S. § 11-908 and in consultation with Flagstaff. The appointed County Librarian will also serve as a Flagstaff employee. Flagstaff, at its sole discretion, will determine the role of the County Librarian at the City, either as Library Director or another staff member designated by Flagstaff.

## **7. Indemnification**

Each Operating Party covenants and agrees to indemnify the District, the County, and Flagstaff, and hold them harmless for and from any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action, or omission of such Operating Party under this Agreement.

## **8. Notices**

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

If to Flagstaff:

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

If to the County or the District:

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

Notice to any of the other Operating Parties shall be sent to the address set forth for each above, respectively.

## **9. Authority to Contract**

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

## **10. Prior Agreements, Integration, Modification**

- 10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in

the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

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

#### **11. Severability**

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

#### **12. Waiver**

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

#### **13. Headings**

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

#### **14. No Third-Party Beneficiaries.**

This Agreement is made solely for the purposes of the parties. There are no intended third-party beneficiaries.

#### **15. Governing Law**

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

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

**City of Flagstaff**

**Coconino County Free Library  
District and Coconino County**

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By: Coral Evans, Mayor

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By: Elizabeth Archuleta, Chairwoman  
Board of Supervisors

Attest:

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City Clerk

**City of Williams**

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By: John Moore, Mayor

Attest:

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City Clerk

**City of Sedona**

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By: Sandy Moriarty, Mayor

Attest:

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City Clerk

**Acknowledged and Approved by:  
Sedona Public Library**

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By: Chairman of the Board of Directors

Attest:

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Secretary of the corporation

Attest:

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County Clerk

**City of Page**

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By: Bill Diak, Mayor

Attest:

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City Clerk

**Town of Fredonia**

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By: Randy Griffiths, Mayor

Attest:

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Town Clerk

The undersigned counsel have determined that this Agreement is in proper form and within the powers and authority of the respective parties represented under the laws of this state.

Sterling T. Solomon, City Attorney  
Counsel for the City of Flagstaff

William Ring, County Attorney  
Counsel for Coconino County and  
Coconino County Free Library District

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Counsel for the City of Williams

Joshua Smith,  
City Attorney  
Counsel for the City of Page

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Counsel for the Town of Fredonia

Robert Pickels  
City Attorney  
Counsel for the City of Page

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## **RESOLUTION NO. 2018-03**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AUTHORIZING THE CITY OF FLAGSTAFF TO JOIN THE COCONINO COUNTY FREE LIBRARY DISTRICT AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Coconino County Free Library District levies a county free library district tax which funds, in part, the City of Flagstaff's public libraries;

WHEREAS, the City of Flagstaff, the Coconino County Free Library District, Coconino County, the City of Williams, the City of Page, the City of Sedona and the Town of Fredonia have set forth their agreement regarding the allocation of such tax receipts and the administration of libraries operated by and for the different parties in a proposed IGA separately approved by the Flagstaff City Council;

WHEREAS, A.R.S. Section 11-903(A) authorizes a city or town to join a county free library district by notifying the board of supervisors that the city or town desires to become a part of the district; and

WHEREAS, the City of Flagstaff has complied with all notice and publishing requirements set forth in A.R.S. Section 11-903(C) prior to considering this action; and

WHEREAS, the City Council has determined that it is in the best interests of the City to join the Coconino County Free Library District.

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

SECTION 1. The City of Flagstaff hereby expresses its desire to become a part of the Coconino County Free Library District and gives notice of the same to the Coconino County Board of Supervisors, as set forth in A.R.S. Section 11-903.

#### **SECTION 2.**

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of January, 2018.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

## **RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY FREE LIBRARY DISTRICT, COCONINO COUNTY, THE CITY OF WILLIAMS, THE CITY OF PAGE, THE TOWN OF FREDONIA, THE CITY OF SEDONA, AND THE CITY OF FLAGSTAFF FOR THE ADMINISTRATION AND FUNDING OF BRANCH AND AFFILIATE LIBRARIES WITHIN THE COCONINO COUNTY FREE LIBRARY DISTRICT AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Intergovernmental Agreement ("IGA") between the Coconino County Free Library District, the City of Flagstaff, the City of Williams, the City of Page, the Town of Fredonia, the City of Sedona and Coconino County ("the Parties") provides for the administration and funding of branch and affiliate libraries within the Coconino County Free Library District;

WHEREAS, the Parties are funded by a county free library district tax levied by the District and collected on the District's behalf by the County;

WHEREAS, the Parties wish to set forth their agreement regarding the allocation of such tax receipts and the administration of libraries operated by and for the Parties;

WHEREAS, the City is empowered by Arizona Revised Statutes § 11-952 to enter into this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed IGA attached thereto, and finds that it is in the best interests of the City to enter into this IGA.

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

SECTION 1. The Intergovernmental Agreement, Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District, between Coconino County Free Library District, the City of Flagstaff, the City of Williams, the City of Page, the Town of Fredonia, the City of Sedona and Coconino County be hereby accepted and approved, and the Mayor be authorized and directed to execute the IGA on behalf of the City of Flagstaff.

SECTION 2.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of January, 2018.

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MAYOR

ATTEST:

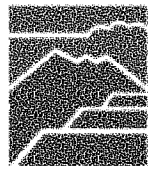
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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



**COCONINO**  
COUNTY ARIZONA

# **Coconino County Library District**

January 9, 2018

# AGENDA

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- Overview:
  - Library District Structure
  - Types of libraries
  - Funding sources
- Changing face of libraries
- Budget Prioritization
- FY19 Outlook
- IGA Renewal

# Overview: Structure

- The Coconino County Free Library District was formed as a special taxing district.
- The current secondary tax levy = 0.2556
- FY18 Tax Levy = \$4,213,645
- Base Funds: Tax levy in the base year FY18
- Growth Funds: Anything collected above the base amount due to increased assessed property value

# Overview: Libraries

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There are 4 types of libraries that comprise the Library District:

1. City of Flagstaff/Main Libraries (2)
2. Branch Libraries (5)
3. Affiliate Libraries (5)
4. Other Libraries (1)



# Overview: Libraries

## Main/Flagstaff

- Downtown Flagstaff
- East Flagstaff

## Branch

- Forest Lakes
- Tuba City
- County Jail
- Grand Canyon
- Bookmobile

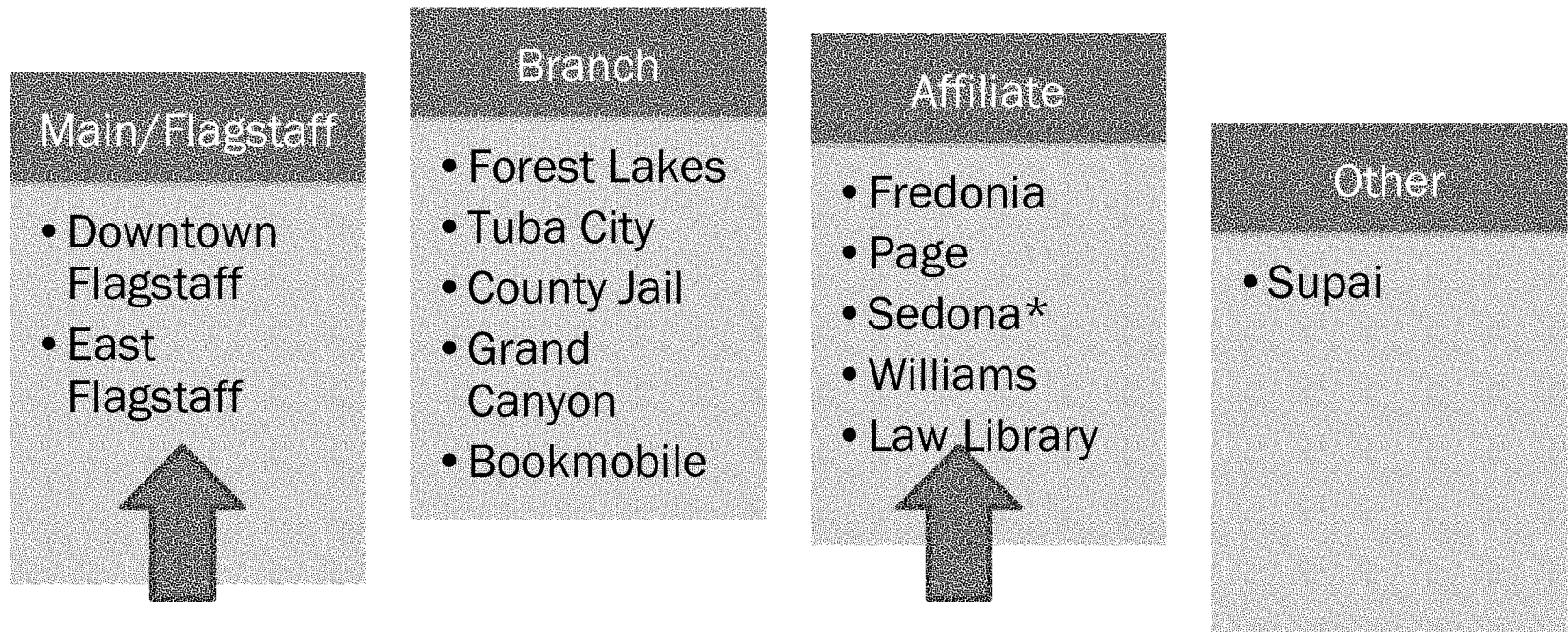
## Affiliate

- Fredonia
- Page
- Sedona
- Williams
- Law Library

## Other

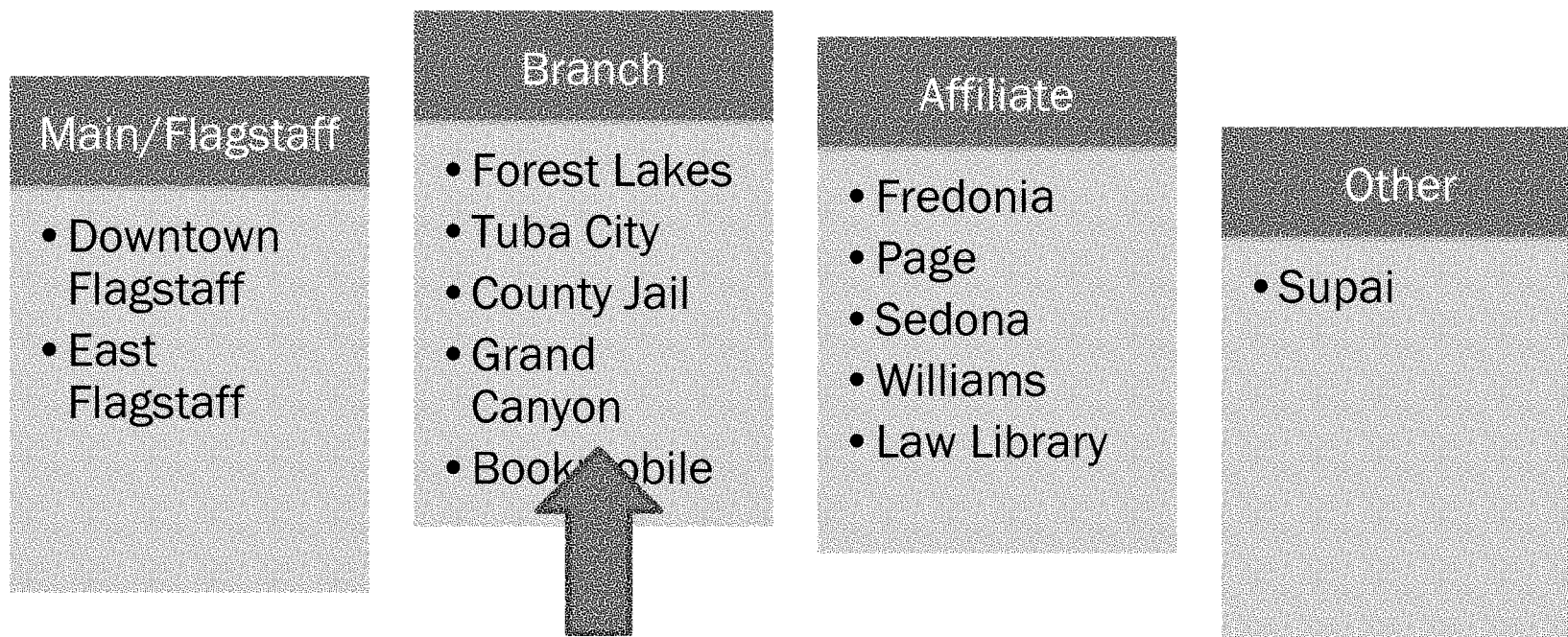
- Supai

# Overview: Funding



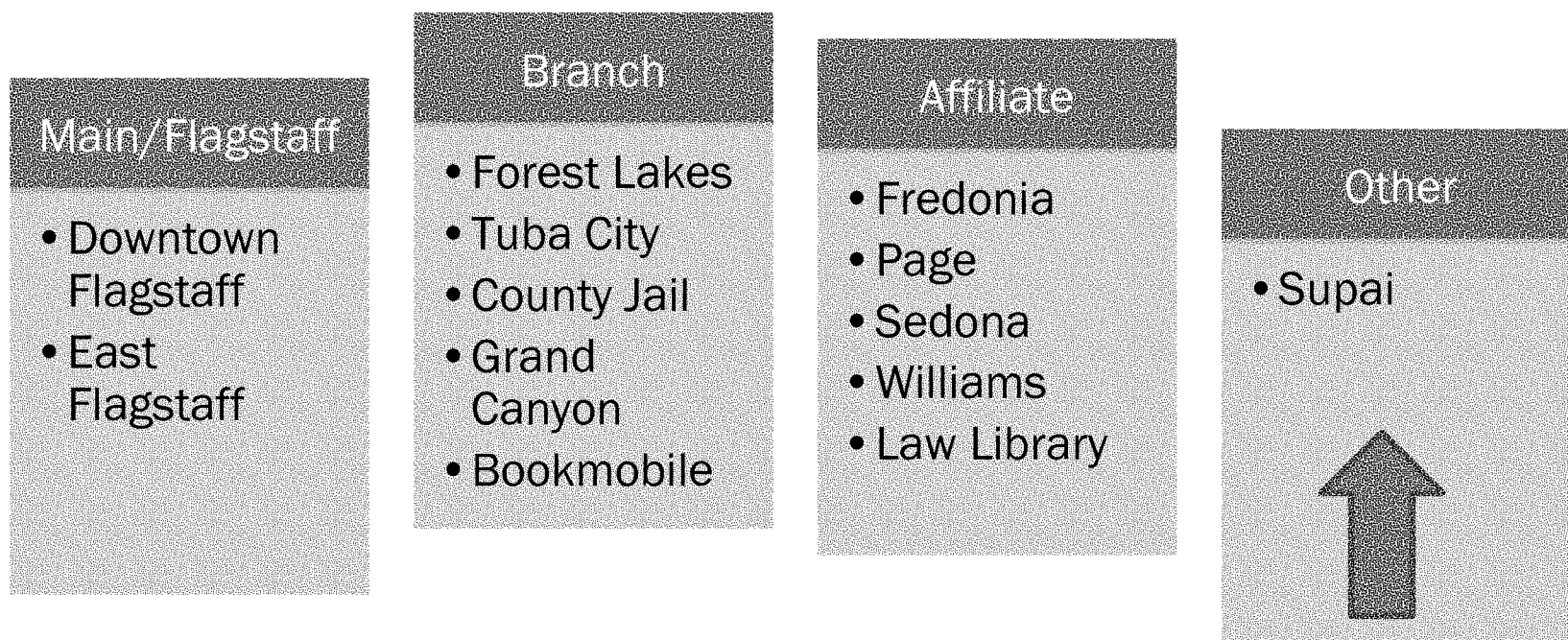
- Funding for Main and Affiliate libraries is a combination of Municipality and Library District funds.
- Municipality contributions vary with each library as each municipality determines their desired level of service.

# Overview: Funding



- Funding for Branch libraries is 100% Library District funds.
- Branch libraries often seek grants to fund small programs and one-time needs
- Employees at Branch libraries are City of Flagstaff employees

# Overview: Funding



- There is not a physical library in Supai. Instead, literacy support is provided to the community

# Changing Face of Libraries

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- Libraries are a reflection of the community – and services are driven by community needs
- Services should be flexible and responsive
- Nationwide shift in types of services considered to be library services

# Changing Face of Libraries

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2015 Research highlights libraries' expanded roles:

- 90% offer basic digital literacy training
- 76% assist patrons in using online government programs and services
- 73% support people in applying for jobs
- 61% host social connection events for adults (60% for teens)
- More than 33% provide literacy, GED prep, STEAM and afterschool programs

# Changing Face of Libraries

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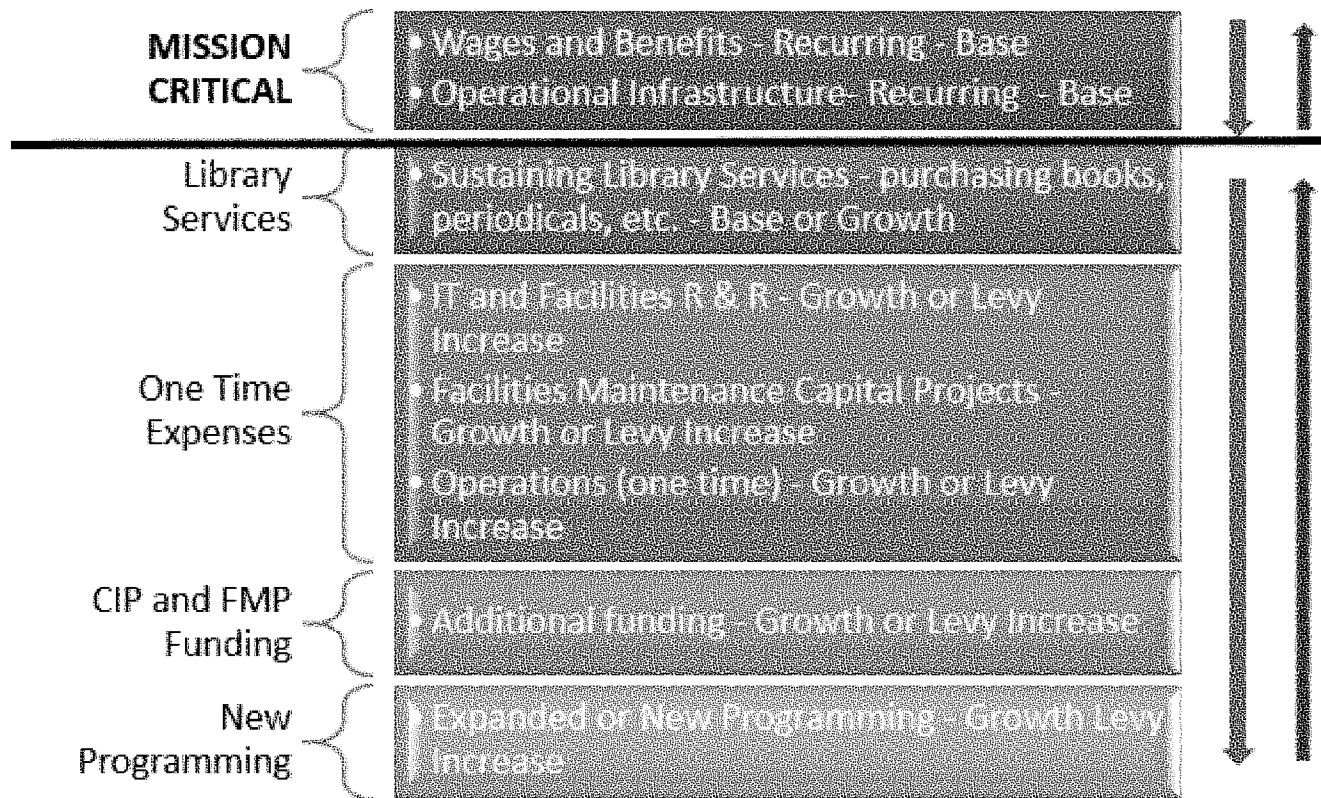
Policy shift: “For kids to be well-read, they need to be well-fed.”

Federally funded (USDA) Summer Meals Programs  
2016 Data:

- California: 139 public libraries provided food
- Ohio: 133 public libraries providing food
- New York: 115 public libraries providing food

New York Times, 2017

# Budget Prioritization



↑ In any year where funding declines, budgets will begin cuts from the bottom of the list and work upward until the budget is in balance.



# FY19 Outlook

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FY19 outlook – Estimated tax levy increase of 10% due to increased market valuations and new construction will result in growth funds (an increase to base budget) of \$400,000

In previous years, the Library District requested an increase of the 0.2556 tax levy. With growth funds for FY19, this may not be needed.

Forest Lakes Branch Library usage declining. Hours of operation are being examined in order to be responsive to community needs while still being fiscally responsible.

# IGA Renewal

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IGA governing Allocation of Funding expired 2015.

Recent work on the IGA includes:

- Added Definitions
- Defined District Librarian duties
- Created Matrix of Library Details – to capture historical knowledge as well as current status of library aspects
- Developed Budget Prioritization document as guide to budget presentations

# IGA Renewal

## Process for Renewal:

- County Attorney – September 2017
- City Attorney – November 2017
- Review of changes – January 2018
- Council Approval – January 16, 2018
- Board Approval – January 23, 2018
- Affiliate Approvals – February - May 2018
- Effective date July 1, 2018

# Resources

American Library Association, 2015

<http://www.ala.org/news/press-releases/2015/10/new-research-highlights-libraries-expanded-roles>

New York Times, July 30, 2017

<https://www.nytimes.com/2017/07/30/well/family/free-lunch-at-the-library.html>

# IGA Renewal

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**Questions/Comments  
Board Direction**

## APPENDIX A: Matrix of Library Details

There are three library types – Affiliate, Branch, and Other. Each is in a separate section for ease of navigation.

The Inter-Governmental Agreement (IGA) between Coconino County and the City of Flagstaff titled “Administration of Funding of Branch and Affiliate Libraries of the Coconino County Free Library District” covers all branch, affiliate, and other libraries. This IGA is not listed below, as it is not specific to one library, but addresses funding of all the libraries.

Affiliate Libraries: Libraries that are members of the District or contract with the District that are within an incorporated town or City. The City of Flagstaff serves only as the fiscal agent for these libraries – all other functions are controlled by each library or city. The exception is that IT services for the Fredonia, Page, and Williams libraries are provided through the Library District.

| <b>Library</b>          | <b>Building Ownership</b>         | <b>Insurance</b>                  | <b>Facility Maintenance</b>       | <b>Supply Ownership</b>           | <b>Operational Management</b>     | <b>IGAs</b> |
|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------------|
| Fredonia Public Library | Town of Fredonia                  | Town of Fredonia                  | Town of Fredonia                  | Town of Fredonia                  | Fredonia Public Library           |             |
| Page Public Library     | City of Page                      | City of Page                      | City of Page                      | City of Page                      | Page Public Library               |             |
| Sedona Public Library   | Sedona Public Library – 501(c)(3) | Sedona Public Library – 501(c)(3) | Sedona Public Library – 501(c)(3) | Sedona Public Library – 501(c)(3) | Sedona Public Library – 501(c)(3) |             |
| Williams Public Library | City of Williams                  | City of Williams                  | City of Williams                  | City of Williams                  | Williams Public Library           |             |

Branch Libraries: Libraries that are members of the District or contract with the District that are within the City of Flagstaff or in the unincorporated portions of Coconino County, and whose employees and library operations are administered through the City of Flagstaff. Branch library staff are City of Flagstaff employees, and adhere to City of Flagstaff personnel policies.

| <b>Library</b>    | <b>Building Ownership</b> | <b>Insurance</b>  | <b>Facility Maintenance</b> | <b>Supply Ownership</b> | <b>Operational Management</b>       | <b>IGAs</b> |
|-------------------|---------------------------|-------------------|-----------------------------|-------------------------|-------------------------------------|-------------|
| County Bookmobile | City of Flagstaff         | City of Flagstaff | City of Flagstaff           | City of Flagstaff       | Branch in conjunction with District |             |

## APPENDIX A: Matrix of Library Details

| Library   | Building Ownership                         | Insurance  | Facility Maintenance  | Supply Ownership  | Operational Management              | IGAs   |
|---|--|--|---|---|-------------------------------------|--|
| Coconino County Detention Facility Library                            | Coconino County                            | Coconino County                                      | Coconino County   | District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent | Branch in conjunction with District | Flagstaff, Coconino County and Coconino County Jail District for the Joint Use of Law Enforcement Facility. Expires 2148 |
| Flagstaff City-Coconino County Public Library – East Flagstaff Branch | Coconino Community College District (CCCD) | City of Flagstaff                                    | CCCD: utilities, snow removal, janitorial, general repair and maintenance<br><br>Historically, City of Flagstaff paid for remodeling. (Not part of Facility Maintenance.) | City of Flagstaff   | Branch in conjunction with District | Coconino Community College District and City of Flagstaff Lease Agreement. Expires 2019                                  |
| Flagstaff City-Coconino County Public Library – Main Branch           | City of Flagstaff                          | City of Flagstaff                                    | City of Flagstaff   | City of Flagstaff   | Branch in conjunction with District |  |
| Forest Lakes Community Library  | Chevelon Butte School District             | District: Property damage for library owned property | Chevelon Butte School District<br><br>Coconino County to assist with  | District – unless items are specifically purchased by other entities and  | Branch in conjunction with District | Chevelon Butte School District and Coconino County Library District. Facility Use  |

## APPENDIX A: Matrix of Library Details

|                                      |                               |   |   |   |   |   |
|--------------------------------------|-------------------------------|---|---|---|---|---|
|                                      |                               | Chevelon Butte:<br>building and<br>contents | capital guidance<br>as needed   | donation or in-<br>kind contribution<br>is not the intent   |   | Agreement Expires<br>2019   |
| <b>Library</b>                       | <b>Building<br/>Ownership</b> | <b>Insurance</b>                            | <b>Facility<br/>Maintenance</b>   | <b>Supply<br/>Ownership</b>   | <b>Operational<br/>Management</b>         | <b>IGAs</b>   |
| Grand Canyon<br>Community<br>Library | National Park<br>Service      | District: Contents<br>only                  | District: Daily<br>upkeep and minor<br>repairs<br><br>NPS: Capital and<br>larger repairs<br>(Not part of<br>Facility<br>Maintenance.) | District – unless<br>items are<br>specifically<br>purchased by<br>other entities and<br>donation or in-<br>kind contribution<br>is not the intent | Branch in<br>conjunction<br>with District | US Department of<br>the Interior: National<br>Park Service Special<br>Use Permit –<br>Expires 2018.<br>Renews for 5 years<br>after initial term,<br>then expires.   |
| Tuba City Public<br>Library          | Navajo Nation                 | Coconino<br>County: Contents                | Coconino County   | District – unless<br>items are<br>specifically<br>purchased by<br>other entities and<br>donation or in-<br>kind contribution<br>is not the intent | Branch in<br>conjunction<br>with District | Coconino County,<br>City of Flagstaff,<br>and City-County<br>Library District for<br>the operation,<br>maintenance, and<br>capital<br>improvements on the<br>building.<br><br>IGA was never taken<br>before BOS or City<br>Council and has<br>been established by<br>precedence.<br><br><b><u>RECOMMENDATION</u></b><br><b>Revise and sign IGA to<br/>reflect desired practice.</b> |



## APPENDIX A: Matrix of Library Details

Other Libraries: All Libraries that are members of the District or contract with the District and that are not Affiliate or Branch Libraries, including the Coconino County Law Library and the Havasupai Library. The jurisdictions/communities in which Other Libraries are located are responsible for library facilities, operations and staffing. Base funding for the Coconino County Law Library is disbursed directly to County, while Havasupai library base funding is disbursed to Flagstaff.

| <b>Library</b>              | <b>Building Ownership</b> | <b>Insurance</b>         | <b>Facility Maintenance</b> | <b>Supply Ownership</b>  | <b>Operational Management</b> | <b>IGAs</b> | <b>Other</b>  |
|-----------------------------|---------------------------|--------------------------|-----------------------------|--------------------------|-------------------------------|-------------|---|
| Coconino County Law Library | Coconino County           | Coconino County          | Coconino County             | Coconino County          | Coconino County               |             |   |
| Havasupai Public Library    | Bureau of Indian Affairs  | Bureau of Indian Affairs | N/A – see comment           | Bureau of Indian Affairs | Supai Village                 |             | Currently no physical library exists – literacy support is provided to the community. |

Agreements in existence at time of IGA execution:

1. Coconino County and City of Flagstaff: Flagstaff City-County Public Library Board. Expires 2020, with automatic renewal.
2. Coconino Community College Adult Education and Tuba City Public Library: Adult Education. Expired 2014 with automatic renewals.
3. City of Flagstaff and NAIPTA: Vehicle Wash Use Services Agreement. No expiration date.

Library Tax Allocation Study  
for:

Coconino County Public Library District  
219 E. Cherry Ave.  
Flagstaff, Arizona 86001

Final Report

Submitted by:  
Corbus Library Consultants  
November, 1996

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## SUMMARY OF SITE VISITS

April, 1996

Larry Corbus and Pat Losinski of Corbus Library Consultants conducted a series of site visits to Coconino County libraries in March, 1996 during the initial phase of the Library Tax Allocation Study. Meetings were held with staff at the following libraries and/or Coconino County:

- Introduction with Steve Peru, Ava Stone, and Betty Powell
- Flagstaff Public Library
- Sedona Public Library
- Tuba City Public Library
- Page Public Library
- Fredonia Public Library
- Grand Canyon Public Library
- Williams Public Library
- Wrap-up with Steve Peru

The main purpose for conducting these meetings was to provide an opportunity to gain insight of individual libraries needs. We also attempted to understand the perspective of staff or municipal officials who are associated with each respective organization.

While numerous individual initiatives were presented, Corbus Library Consultants were most concerned with documenting the similarities of county libraries. The commonality

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of library needs is what will establish the basis for developing a funding strategy that will address local and county-wide objectives. It will also provide the greatest opportunity for the widest possible acceptance of the eventual proposal for library tax allocation.

Common responses or themes discussed at most member libraries (**NOT** listed in order of importance or frequency) include:

1. **The importance of county support.** It should come as no surprise that all county libraries rely heavily on the support of Coconino County funding. It is quite likely that a number of the smaller libraries would cease operation if county funding was eliminated. Every library could use additional funding -- reducing current funding levels is not a politically viable alternative.
2. **The varying level of local support.** Libraries that we visited had a wide range of local support mechanisms. Some libraries demonstrated an emphasis of capital support over operational costs at the local level, while others exhibited opposite funding priorities. Local commitment also varied depending upon the existence or non-existence of local government entities to assist with funding support. "In-kind" (non-cash) support such as local volunteerism also varied among county libraries.
3. **The overlap of service areas.** The unrestrictive philosophy of all libraries we visited, and the transitory practices of county residents, makes it difficult to define service boundaries. We commonly heard claims of service provision to "non-residents" outside a library's primary service area. More than one library occasionally identified the same non-residents as regular users of their library. Usage also occurs from other county and/or state residents at various libraries.

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Such library usage should be viewed as a positive and a benefit to county residents rather than a drawback to service definition. The Flagstaff Public Library is the only library that tracks usage of county residents.

4. The lack of standardized measurement data. Coconino County libraries measure their service activity in slightly different manners. For example, some libraries issue family library cards instead of individual cards. Together with the overlap of recognized service areas, this factor makes formula codification more difficult. An attempt should be made to standardize data relevant to future allocation strategies.
5. The satisfaction with the assistance of Flagstaff Public Library staff. Each of the smaller libraries we visited in the county were very complimentary of the support provided by the Flagstaff Public Library. It obviously serves as the resource library for the entire county.
6. The need for planning financial support for future library development. All libraries recognized the inherent challenge that growth brings to the existing county libraries. Further complications would occur if a new library was formed in the county.
7. The opportunity of technology. Even with modest funding levels, most libraries are committed to library automation. The rapid developments of the Internet provide opportunities that were inconceivable just a few years ago. There is widespread willingness and enthusiasm for embracing additional technological initiatives. Training and support (hardware and software) are priorities for each county library. Automation and the Coconino County Library District (Toni Kaus, November 1995) provides a blueprint for discussion and implementation of

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shared technology initiatives. County funding of libraries should promote, encourage, and facilitate even greater resource sharing and access to the Internet.

8. *The support for county-wide objectives.* All member library staff demonstrated a genuine willingness to participate in the creation and achievement of library-wide objectives. The cooperative spirit of member libraries is a strength that should enhance the chance for acceptance of a county-wide funding formula.

## **OUTLINE OF POSSIBLE FORMULA SCENARIOS**

### **INTRODUCTION**

The purpose of this outline is to stimulate discussion among the librarians and other participants engaged in a review of funding formula alternatives for the Coconino County Public Library District. The ideas expressed below are not the only alternatives available for discussion. Participants are encouraged to challenge the rationale and to suggest additional factors and methods for discussion.

As reported in the Summary of Site Visits report, an enviable level of cooperation, support, and respect already exists between county libraries. Corbus Library Consultants wishes to preserve and strengthen this level of trust by developing an equitable funding formula that meets the future needs of the Coconino County Public Library District. Corbus Library Consultants will strive to develop a formula that is:

- **Comprehensive** - inclusive of all factors that promote excellent library service that have a significant impact on library costs;
- **Equitable** - rewards similar activities in a similar fashion;
- **Promotes Balance** - preserves excellence where it already exists and supports improvements in underserved areas;
- **Simple** - sufficiently straightforward and easily understood by all participants.



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## **OBSERVATIONS AND ASSUMPTIONS**

1. The Flagstaff Public Library is a unique and valuable asset to the Coconino County libraries. A strong argument can be made for promoting and preserving "set-aside" funds for the Flagstaff Public Library's provision of reference, administration, consultation, grant assistance and overall support to member libraries.
2. Through an Inter-Governmental Agreement (IGA) with Coconino County, the Flagstaff Public Library acts as the "pass-through" fiscal agent for several county library services including the: County Jail Library, County Bookmobile, Supai Public Library, Tuba City Public Library, and the Forest Lakes Public Library. Preliminary investigation of this relationship/agreement suggests that no additional compensation is granted to Flagstaff Public Library for providing this administrative function. This factor further promotes the argument for set-aside provisions to the Flagstaff Public Library. However, these "pass-through" funds should be designated (particularly for the distinct communities) to each entity in that event that future library development and growth make it possible for a self-sustaining library.
3. Some of the traditional components of a library funding formula are difficult to measure in Coconino County. These components can be placed in three categories: Service Obligation, Library Provision, Community Response.

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## **3.1. Service Obligations:**

**3.1.1. Population of service area - presently discernible from Flagstaff.**

**Other areas are not as readily defined as the city of Flagstaff.**

**3.1.2. Geographical area - there are no agreed-upon service boundaries for county libraries which contributes to the unavailability of population statistics.**

## **3.2. Library Provision (inputs):**

**3.2.1. Number of buildings or bookmobiles (available)**

**3.2.2. Square feet of usable space (obtainable)**

**3.2.3. Hours of service (available)**

**3.2.4. Staffing levels (calculable)**

**3.2.5. Local expenditure (available)**

## **3.3. Community Response:**

**3.3.1. Circulation - not measured in the same manner by all libraries.**

**3.3.2. Reference transactions - not available from all libraries.**

**3.3.3. Registered borrowers - measured differently by member libraries (individual vs. family cards).**

**4. Regardless of the criteria used to ultimately determine an equitable funding formula for the Coconino County Public Library District, member libraries should establish an objective for standardizing the collection of data to be used for future formula amendments.**

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5. Coconino County Libraries are generally satisfied with the current level of county funding. Although few exceptions exist, this factor may foster consensus for accepting current funding levels as the "base." Future funding allocations could be determined by a formula that accepts the 1995/96 funding level as the percentage base for each member library.
6. Coconino County Libraries must recognize the responsibility for working collectively to achieve county-wide library objectives. Such recognition may already exist via the development of the Coconino County Library District Goals and Objectives (February, 1995). The acceptance of county funding for local library support should include the commitment and responsibility for county-wide library development.
7. Future library development must be included in any funding formula discussion. The probability of another community library in the county is not entirely remote. If an additional library was formed, county level funding could result in diminished support to current member libraries.
8. While local support of libraries should be encouraged by the county, the county may not be able to assume greater financial support to local libraries. For ✓ example, capital improvements that result in increased operational costs may not be offset by a corresponding county increase unless there is support for reducing base percentages to other county libraries.

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## Funding Formula Scenarios

1. Accept current distribution as the base percentage for all libraries in future years (incremental growth).
  - 1.1. New tax funds to be used for :
    - 1.1.1. county-wide objectives (i.e., automation and training)
    - 1.1.2. individually approved library growth (as approved by the county)
    - 1.1.3. one-time special needs fund (as approved by the county)
2. Accept current distribution in base dollars for all libraries in future years.
  - 2.1. New tax funds to be used for :
    - 2.1.1. county-wide objectives (i.e., automation and training)
    - 2.1.2. individually approved library growth (as approved by the county)
    - 2.1.3. incremental growth
3. Individual library service boundaries are determined across all of Coconino County.
  - 3.1. population figures are obtained and per-capita support levels are implemented.
  - 3.2. New tax funds to be used for
    - 3.2.1. county-wide objectives (i.e., automation and training)
    - 3.2.2. individually approved library growth (as approved by the county)
    - 3.2.3. incremental growth
4. Individual library service boundaries are determined across all of Coconino County.
  - 4.1. county property tax levy collections from the defined service boundaries are returned to the individual libraries
  - 4.2. New tax funds to be used for
    - 4.2.1. county-wide objectives (i.e., automation and training)
    - 4.2.2. individually approved library growth (as approved by the county)
    - 4.2.3. incremental growth

\*\*\* All formulas could include a set-aside component for funding Flagstaff Public Library services extended to the entire county.

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## **RECOMMENDATION FOR FUNDING ALLOCATION**

Corbus Library Consultants met with representatives from the Coconino County libraries on May 9, 1996 to review the funding alternatives outlined on page 9. Additional discussions were held with County officials throughout the summer of 1996. Following lengthy deliberations, the proposed alternative to distribute Coconino tax dollars is:

1. **Accept current distribution dollar amounts as the base allocation for all libraries in future years.**

- 1.1 **New tax funds to be used for:**

- 1.1.1. county-wide objectives (i.e., automation and training)
- 1.1.2. individually approved library growth (as approved by the county)
- 1.1.3. one-time special needs fund (as approved by the county)

- 1.1 Before examining the methodology for allocating funds based upon this formula, it is important to understand the theory for establishing the concept of a "base allocation" for member libraries. County library funds are distributed within Coconino County to provide a base level of support that is county-wide. These funds promote the following:

- a) **Operation of existing libraries** - the current level of funding has historical and political precedence. Without the current level of support, smaller county libraries might cease to operate and the Flagstaff Public Library would not be able to provide adequate resource assistance.
- b) **Access and equity** - all residents of the county are able to utilize services at any of the libraries located within the county.

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- c) **Sharing and cooperation** - member libraries work cooperatively to meet the needs of county residents. The base allocation also encourages member libraries to keep working together for the collective good of all residents.
- d) **Economy of scale** - the county is able to exercise some influence over the creation of future libraries by providing benchmark requirements of local support before additional county funding will be committed. The county also preserves and encourages local support of existing libraries.
- e) **Utilization of established government entities** - there is no need to form an additional level of bureaucracy since existing libraries are able to provide service.
- f) **A resource library** - the Flagstaff Public Library is the only county library capable of performing this function in the county. A strong resource library is beneficial to all residents of the county.

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The base allocation for Coconino County Public Libraries will be the allocation used during 1995/96. The allocation amounts and corresponding percentages are as follows:

| LIBRARY      | 1995/96 Allocation | % of Total |
|--------------|--------------------|------------|
| Sedona       | \$70,000           | 6.2%       |
| Page         | \$77,078           | 6.9%       |
| Fredonia     | \$10,913           | 1.0%       |
| Williams     | \$22,528           | 2.0%       |
| Grand Canyon | \$22,602           | 2.0%       |
| Forest Lakes | \$15,675           | 1.4%       |
| Flagstaff    | \$785,369          | 70.0%      |
| Tuba City    | \$45,503           | 4.1%       |
| Supai        | \$2,500            | 0.2%       |
| Jail Library | \$17,500           | 1.6%       |
| Bookmobile   | \$23,550           | 2.1%       |
| Law Library  | \$29,000           | 2.6%       |
| TOTAL        | \$1,122,218        | 100.0%     |

Future year allocations will be incremental based upon the dollar amounts listed in the above spreadsheet. Key elements of the base allocation agreement include the following:

1. The base allocation supersedes all previous agreements between Coconino County and all county libraries.
2. Each library must be either be chartered via a political subdivision or have non-profit corporation status. Libraries without either designation will be a branch of the Flagstaff Public Library.

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3. Funds allocated to Flagstaff branch libraries are earmarked for each respective community. Should a branch library obtain chartering or non-profit corporation status, the county allocation will be made directly to the library. Such libraries will also be required to have local library board representation.
4. Each library will enter into an Inter-Governmental Agreement (IGA) with Coconino County. The IGA will include funding commitments, audit responsibilities, service provision to all county residents, and a pledge to standardize statistical measurements.
5. Coconino County funds will not be counted as "local" contributions for any member libraries in the county.
6. New tax funds are those moneys in excess of the base dollar amounts received by each library in 1995/96. Allocations of new tax funds will not be used to change the amount of the base allocations in subsequent years.
7. The base allocation will be in place for five years. It will be reviewed during the fifth fiscal year of allocation by Coconino County.



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Corbus Library Consultants recommends that Coconino County attempt to provide a level of financial support above the base percentage allocated to each member library. This influx of funds could be used to strengthen all county libraries through the establishment of county-wide objectives. This additional funding could also address new growth and one-time needs for individual member libraries. Corbus Library Consultants recommends that approximately \$125,000 be established for county-wide objectives (mainly automation related) and one-time special needs. New growth issues are a lower priority for the upcoming fiscal year.

**1.1.1** The attainment of county-wide objectives would result in better individual libraries and overall improvement of county-wide library service to all residents. Possible development areas include but are not limited to:

- Automation upgrades
- County-wide automation system
- Internet access
- Automation training for staff
- Automation support for existing hardware and software
- Shared database and/or CD-ROM access
- Centralized processing
- Centralized cataloging
- County-wide reference service
- Promotion (newsletter)
- Delivery service
- Staff classification and compensation study

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**1.1.2. Individually approved library growth would be limited to the creation of new libraries, expansion of existing library buildings, or increased services provided by member libraries.**

- a) New libraries would only be eligible for county funding if they were chartered within an existing political subdivision (i.e., incorporated area) or as a non-profit corporation as recognized by the Internal Revenue Service. In addition, 50% of the proposed library's operating funds must originate from local sources (tax revenue, endowments, grants, etc.). Unanimous approval from the Coconino Library Council (see below) would be a prerequisite for consideration by the board of supervisors.**
- b) Expansion of existing library buildings would require a minimum expansion of 25% over the existing size of the library. To be eligible for additional county funds, libraries contemplating expansion must present plans to the Coconino Library Council for approval prior to requesting funds from the board of supervisors. At least 50% of the capital costs AND 50% of the operating costs must be funded from local sources (taxes, endowments, grants, etc.)**
- c) Increased service provisions would be measured by population increases (that translate into increases in the number of library card holders) and/or circulation increases. To be eligible for additional county funds, 50% of the local operating costs must be funded from local sources (may include in-kind contributions such as building maintenance, volunteers, utilities, etc.). All member libraries should use fiscal year 1996/97 to establish uniform standards for issuing library cards and collecting circulation statistics. The Coconino Library Council will establish the standards for the collection of this data.**

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**1.1.3. County-wide or individual library requests could be funded through a one-time special needs fund. Possible funding examples include:**

- a) capital improvements**
- b) major repairs**
- c) automation upgrades**
- d) replacement of the bookmobile**

**A Coconino County Library Council would oversee the development of county-wide objectives and make recommendations to the supervisors regarding the funding of new growth and one-time special needs. This council would include one member (library director) from each of the libraries organized under a political subdivision or as a non-profit corporation (Williams, Sedona, Page, Grand Canyon, Fredonia, and Flagstaff). The council would provide an advisory function subject to financial approval by the county supervisors. All recommendations to the board of supervisors would require approval by 3/4 of the Coconino Library Council.**

**coconin7**

## **Appendix C: District Library Duties**

Identified in the funding allocations is an annual allocation to support District Library Oversight. While these duties might be performed by different personnel, the following is a near complete listing of duties associated with oversight of the City/County Free Library District.

- Serve as chair of County Library District Council
- Manage AZ State Library requests and expectations, including reports, meetings, etc.
- Prepare and present budget and reports to City Council and County Board of Supervisors
- Monitor IGA and process renewals
- Provide direct supervision for Branch Supervisors
- Conduct site visits at each library
- Approve programming for branch libraries
- Communicate with branches, affiliates, and others regarding needs and expectations
- Develop budgets for main and branch libraries
- Administer and monitor main and branch budgets
- Provide budget assistance and input to affiliate and other libraries as requested.
- Make business decisions to best serve library district
- Work with partners to ensure that maintenance needs are met at all libraries
- Research funding opportunities, write grants, administer grants
- Communicate with branches and affiliates regarding budget
- Support the Library Board and the Library Council
- Train main and branch staff on City personnel policies
- Be knowledgeable on applicable City and County administrative policies
- Other duties as needed to support a fully functioning library district

## **Appendix D: Criteria for Allocation of Growth Funds**

In the event that the District shall, in any fiscal year during the term of this Agreement, calculate more or less total tax revenue based on the growth or decline of assessed valuation multiplied by the current Library District Tax rate than the Base Amount (plus or minus prior years' Growth/Decline), these are referred to as Growth/Decline Funds. This amount shall be forwarded to Flagstaff to be expended per section 3.3 of the IGA.

Based upon precedence and the Corbus Tax Allocation report, the suggested approach for allocation of Growth/Decline funds is as follows:

To determine how to fairly split the Library District funds, the following annual usage statistics are collected for each library:

- Materials circulated: The number of items checked out. This does not include e-materials.
- Reference questions: The number of questions staff receives beyond directional questions, as defined by the AZ State Library. These might be email, phone, or in-person inquiries.
- Door Count: The number of patrons that enter the building.
- Patron Count: The number of library card holders. Note: inactive card holders are purged at least every 3 years according to AZ State Library guidelines.
- Programs: The number of programs that are offered by the library. This number reflects each time a program is held, as required by the AZ State Library. For example, if a Toddler Storytime is held each Monday for eight weeks, the tally for programs would be eight (8).
- Computer Use: The number of times that Public Access Computers are used.

Statistics are for the most recent full fiscal year that is available. Each statistic is added together, then totaled to get a percentage that each Library is used in comparison to the other County Libraries for that category. The categories are not weighted, and each number has the same value. This percentages for all six categories are then added together and divided by 600 to get an overall percent for each library. This overall percentage is then applied to the methodology below.

The methodology for disbursement of funds is as follows:

1. 10% of the total amount available is allocated to IT for District-wide needs.
2. 1% of the total amount available is allocated to each Library, including affiliate, branch, and other.
3. The remaining percentage is split according to the % of usage stats as explained above.

Of Note:

1. Havasupai Library: As there is no physical library, this facility does not collect stats, and is ineligible for growth/decline funding at this time. Should the library become functional and open to the public, statistics would be collected, and funds dispersed per the criteria above.
2. Sedona Public Library: 20% of the total stats are used for disbursement of growth/decline funds. This is because the library serves only 20% of patrons who reside in Coconino County, and 80% who reside in Yavapai County.
3. East Flagstaff Library does not receive the 1%, as a single 1% allocation is allocated to Flagstaff for Main, East Flagstaff, and Palsmobile.

Prior to June 30 of every fiscal year, the City of Flagstaff will provide to Coconino County the allocation of the Base plus or minus the Growth/Decline funds to use as the basis for the semi-annual allocation of Library District tax.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Randy Whitaker, Project Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE:**

**Consideration and Approval of Contract:** Construction Contract with Mountain High Excavating, LLC. in the amount of \$117,707.00 for the Fourth Street Safety Improvements-Phase II project.

**STAFF RECOMMENDED ACTION:**

- 1) Approve the construction contract with Mountain High Excavating, LLC. in the amount of \$117,707.00, which includes a Contract Allowance of \$8,500.00 and a contract time of 90 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$10,921.00 (10% of the contract amount, less allowances)
- 3) Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

- The existing pedestrian crosswalks on the east side of Fourth Street at Third Avenue and at Dortha Street were constructed with temporary ramps while property acquisition occurred.
- This project is to remove and replace the temporary ramps as they do not comply with City or ADA requirements.
- The property rights have been obtained so the permanent ramps can now be placed
- Please see the attached Vicinity and Key Maps for project location and specifics.

**Financial Impact:**

- The Fourth Street Safety Improvement project is funded by the total budget appropriations of \$103,882 under the Transportation Tax Fund, account number 040-05-112-3313-6.
- The difference between the bid of \$117,707 and the budget appropriation of \$103,882 will be covered by unexpended funds from the ST3055A Butler/Huntington Adaptive Signal Control project, account number 040-05-112-3055-6-4445.
- Both the Fourth Street Safety Improvements and Butler/Huntington Adaptive Signal Control projects are under the "Transportation Tax Funded-Safety Improvements" program in the FY2018 Budget.

**Policy Impact:**

No Impact

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**Council Goals:**

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE: Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

**Regional Plan:**

Goal T.2: Improve transportation safety and efficient for all modes.

**Team Flagstaff Strategic Plan:**

Strategic Priority #4: Work in partnership to enhance a safe and livable community.

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

- Council approved the on-call consultant contract with Woodson Engineering to provide consultant services for the design of the Fourth Street Safety Improvements project.
- In a September 25, 2015 Council work session, it was discussed that property acquisition would be required to place standard ramps on the east side of Fourth Street at the proposed crosswalk locations.
- On October 12, 2015, using the On-Call services approved by Council, a purchase order was issued to Eagle Mountain Construction Co. for the construction of the crosswalks on Fourth Street.
- On March 22, 2016, the Property Ordinance was passed.
- The Council adopted the FY17 budget at the June 21, 2016 Council meeting and the initial project appropriation was included in that budget.

**Options and Alternatives:**

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2018; or
2. Reject all bids. If rejection occurs, possible options Include:
  - a. Re-advertise the project and open new bids;
  - b. Suspend or cancel the project.

**Background/History:**

There are two existing crosswalks, one at Fourth Street/Third Avenue and another at Fourth Street/Dortha Avenue. At both crosswalk locations, temporary ramps were placed on the east side of Fourth Street due to not having the right-of-way to construct ADA compliant ramps. Since then the property has been acquired to construct the ADA compliant ramps. This project is to remove the temporary ramps and construct the permanent ramps.

Staff posted the Invitation for Bids (IFB) solicitation for construction on November 2, 2017 on Purchasing's electronic bidding website, and advertised in the newspaper on November 5 and 12, 2017. There were five (5) bids received on the opening date of November 22, 2017 and staff determined that Mountain High Excavating, LLC. is the lowest responsive and responsible bidder.

**Key Considerations:**

Below is a summary of the bids received.

|                                     |              |
|-------------------------------------|--------------|
| • <i>Engineer's Estimate</i>        | \$85,026.00  |
| • Mountain High Excavating, LLC     | \$117,707.00 |
| • AJP Electric, Inc.                | \$158,206.00 |
| • Kinney Construction, LLC          | \$173,913.00 |
| • McDonald Bros. Construction, Inc. | \$194,341.00 |
| • Standard Construction Co. Inc.    | \$259,915.00 |



Included in the contract amount will be an allowance of \$8,500.00. The allowance will be used for items of work that are necessary to complete the project that may have been an oversight at the time of the design. The project manager, section head and department head will have the authority to approve the use of the allowance.

The contract allowance is established by the Project Manager and the Design Professional, and is incorporated into the bid schedule as a hard number when the bid is solicited. When contractors submit their bids it is incorporated into their total bid amount. The contract references their total bid amount as the total contract amount. The Recommended Action of this staff summary breaks out the contract allowance amount for informational purposes.

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

**Expanded Financial Considerations:**

None

**Community Benefits and Considerations:**

The project will improve the existing ramps on the east side of the pedestrian crosswalks at the intersections of Fourth Street/Third Avenue and Fourth Street/Dortha Avenue.

**Community Involvement:**

Inform - There was an open house on November 19, 2015 to discuss the location of the existing pedestrian crosswalks.

**Expanded Options and Alternatives:**

None

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**Attachments:**     [2018-18 Fourth Street Contract](#)  
                         [Exhibit A Revisions to MAG](#)  
                         [Exhibit B Special Provisions](#)  
                         [Exhibit B.2 Plan Set](#)  
                         [Context Map](#)  
                         [Key Map](#)

## CONSTRUCTION CONTRACT #2018-18

### City of Flagstaff, Arizona and Mountain High Excavating, LLC.

This Construction Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Mountain High Excavating, LLC., a limited liability company ("Contractor") with offices at 11160 Margaret Way, Flagstaff, 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 for the **Fourth Street Improvements – Phase II Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). 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 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;



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 **ninety (90) 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 Owner. The Owner 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 Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

**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:**

Patrick Brown, C.P.M.  
Purchasing Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

**If to Contractor:**

William Bedlion  
Mountain High Excavating  
11160 Margaret Way  
Flagstaff, AZ 86004

**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 "Indemnatee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, 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 Contract 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 Contract 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 Contract, 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.

**31. No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.



**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**

**Mountain High Excavating, LLC.**

\_\_\_\_\_  
Josh Copley, City Manager

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF FLAGSTAFF  
AMENDMENTS  
to  
MAG STANDARD SPECIFICATIONS  
FOR PUBLIC WORKS CONSTRUCTION**

*The*  
**MAG UNIFORM STANDARD SPECIFICATIONS**  
*for*  
**PUBLIC WORKS CONSTRUCTION**  
is hereby amended to include the following:

**PART 100 - GENERAL CONDITIONS**

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

**102.1 ELIGIBILITY AND PREFERENCE:**  
(revise to include the following)

If requested by the City a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**  
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue to or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**  
(third paragraph, revise last sentence to read as follows)

In the case of conflict, the following order of precedence shall govern:

1. Construction Plans and Addenda
2. Special Provisions
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**  
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

**102.7 IRREGULAR PROPOSALS:**  
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of

Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

**102.12 DISQUALIFICATION OF BIDDERS:**  
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

**102.13 SUCCESSFUL BIDDERS:**  
(revise paragraph to read as follows)

The City of Flagstaff shall provide only six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

**103.6 CONTRACTOR'S INSURANCE:**

**103.6.1 GENERAL:**  
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

### **Required Coverage**

#### **A. Commercial General Liability**

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

#### **B. Owners and Contractor's Protective Liability**

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an

occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

### **C. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **D. Worker's Compensation**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

### **E. Builder's Risk (Property) Insurance (As Required)**

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

### **Certificates of Insurance**

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

### **Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.



## **SECTION 104 - SCOPE OF WORK**

### **104.1.3      WATER SUPPLY:** (revise to include the following)

The Contractor is advised that the use of fire hydrants as a source of construction water is not guaranteed and is subject to the restrictions, terms and conditions of the City of Flagstaff Utilities Department. Prior to submitting a bid, the Contractor shall determine such restrictions, terms and conditions and shall incorporate the costs thereof into his or her proposal.

If hydrants are not available as a source of construction water, reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Utilities Department. **Current rates for the reclaimed water shall apply.**

Prior to loading, hauling and applying reclaim water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaim water.

### **104.2            ALTERATION OF THE WORK:**

#### **104.2.3        DUE TO EXTRA WORK:** (revise to include the following)

A Contract Allowance Item is provided for encumbering funds to cover the costs to complete items of work not included in the Contract Documents or items at the discretion of the Project Manager. The amount of the allowance item is determined by the Project Manager and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the Contract. Any extra work, which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for by extension of unit bid prices, negotiated price or on a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will actually be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

**105.2.1 RECORD DRAWING (As-Built Plans)**  
(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record information that is modified from the originally approved sealed plans.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) as-built plans must be submitted to the City for review and acceptance per Engineering Standard Specifications.

Submittal shall be two sets of blue or black line paper sets, copied from the original mylar set. One set will be reviewed by the City and returned with applicable comments. Comments are to be addressed and two paper sets resubmitted for City's final approval. A reference checklist is available from the office of the City Engineer.

Upon City review and approval of the submittal, one set of mylars shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

**SECTION 105 - CONTROL OF WORK**

**105.8 CONSTRUCTION STAKES, LINES AND GRADES:**  
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

**105.10 INSPECTION OF THE WORK**  
(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

**105.11        REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:**  
(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

**105.12        MAINTENANCE DURING CONSTRUCTION:**  
(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

**105.16        MAINTENANCE DURING WINTER SUSPENSION OF WORK**  
(revise to include new subsection as follows)

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 suspension shall be by field order, change order or original contract. City retains the right to declare a winter shutdown. If repairs and/or maintenance are needed during the suspension, 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. 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 the repair of temporary surface improvements due to normal wear and snow removal operations.

## **SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **107.1 LAWS TO BE OBSERVED:** (revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009(A)(2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

### **107.2 PERMITS:** (revise to include the following)

The City of Flagstaff shall issue a no fee permit for work in City right-of-way for this Contract. The City shall work with the Contractor to obtain a permit for work in State of Arizona right-of-way from the Arizona Department of Transportation. The Contractor may not commence work until these permits are issued.

#### **107.2.1 TEMPORARY USE PERMITS:** (revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

**107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:**

(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

**107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:**

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

**107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:**

**107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)**

(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. **The City of Flagstaff will provide testing free of charge.** If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.
- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality <http://www.azdeq.gov/environ/air/asbestos/> 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes.

**If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:**

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions

- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and/or unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

## **107.8 USE OF EXPLOSIVES:**

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

**107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**

(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

**SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS**

**108.1 NOTICE TO PROCEED:**

(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised



construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

If the Project Manager approves the second submission of the construction schedule and traffic control plan, a notice will be issued specifying the date on which the Contractor may proceed with the work. If it is determined that the construction schedule and/or traffic control plan are not adequate to manage the contract, the Contractor shall be notified in writing. Within three (3) full business days following receipt of the notice, the Contractor shall elect to:

1. Submit a revised final construction schedule and traffic control plan together with a cashier's check or bank draft in the amount of two and one half (2 1/2) percent of the contract price as liquidated damages for the delay time lost to that date; or
2. Do nothing, in which case this contract shall be deemed terminated at the Contractor's election. The Contractor shall then have no right or duty to continue performance and the City shall be released from all liability to the Contractor under this agreement.

In the event the Contractor elects the first alternative, the Project Manager shall approve the final construction schedule and traffic control plan if acceptable, in which case the City shall be entitled to the liquidated damages or shall reject the construction schedule and traffic control plan and return the check or draft. In the latter event, the contract shall be deemed terminated, the liquidated damages provision shall not apply, and the City shall be entitled to recover its actual damages incurred for the Contractor's breach of agreement.

**108.3 CORRESPONDENCE TO THE CONTRACTOR:**  
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) 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.

**108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:**  
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
  - All anticipated subcontractors that will be used during the course of the work;
  - The anticipated number of crews to expedite the progress and ensure prompt completion of the work;
- Definition of a crew;
- personnel (*e.g. operator, laborer*)
  - equipment (*e.g. Cat 325 Excavator, 950 Loader*)
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
  - work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)
- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
  - Specific long lead times for delivery of equipment and materials;
  - Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

**108.5            LIMITATION OF OPERATIONS:**  
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and total compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour  
Inspector II @ \$ 35.00/hour  
Inspector I @ \$30.00/hour  
Lab Tech I @ \$ 25.00/hour  
Vehicle @ \$1.80/hour

**108.7            DETERMINATION AND EXTENSION OF CONTRACT TIME:**  
(revise to include the following)

The contract time, including final clean up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated from established weather patterns. Adverse weather day patterns (identified below) were determined as being equal to or greater than twenty five (25) percent of the historical monthly average as recorded by the National Weather Service at Pulliam Airport.

| Month                | January | February | March | April | May | June |
|----------------------|---------|----------|-------|-------|-----|------|
| Adverse Weather Days | 7       | 7        | 8     | 6     | 4   | 3    |

| Month                | July | August | September | October | November | December |
|----------------------|------|--------|-----------|---------|----------|----------|
| Adverse Weather Days | 12   | 11     | 7         | 5       | 5        | 6        |

Contract time extensions due to adverse weather may be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled workday. Number of days may include time for which job progress has been affected by adverse weather during scheduled working days. The number of days that the scheduled work is actually impacted by adverse weather shall be recorded weekly during the construction period.

For delay of critical work from adverse weather experienced during the prior week's work, the Contractor is required to submit a written claim request for additional contract time no later than the next normally scheduled weekly project meeting,

The City may convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associates with any such contract time extensions.

**108.8 GUARANTEE AND WARRANTEE PROVISIONS:**  
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

**108.10 FORFEITURE AND DEFAULT OF CONTRACT:**  
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

**108.12 AUTHORIZED SIGNATURES:**  
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

**108.13 SUBSTANTIAL COMPLETION:**  
(revise to include new section)

The project is substantially complete and liquidated damages will no longer be assessed when all of the following have occurred:

(A) All original bid items of work have been completed, accepted and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager.

Once substantial completion is granted, the Contractor shall actively work to achieve Final Acceptance of the construction phase of the Contract within 15-calendar days from the Substantial Completion date of that phase. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance.

The Contractor is responsible for maintenance and repairs of any project work until final acceptance, at which time the City will accept the improvements for operation and maintenance.

**108.14 SUSPENSION and TERMINATION:**  
(revise to include new section)

**City's Right to Stop Work**

City may, at its discretion and without cause, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

Contractor 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.

## **Termination for Convenience**

Upon receipt of written notice to Contractor, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay Contractor only the direct value of its completed Work and materials supplied as of the date of termination. Contractor shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

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.

Upon such termination, Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of Contractor under the subcontracts subject to termination.
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 Contractor and in which the City has or may acquire an interest.
6. Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
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 Contractor's failure to perform as required under this Agreement.
3. Contractor 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 Contractor would have sustained a loss on the entire Work had they been completed, Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

Contractor 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.

## **The City's Right to Perform and Terminate for Cause**

If the City provides Contractor 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 Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. 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
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, City may provide written notice to Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice.

If Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period.

If Contractor, 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 Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the 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.

In the event of such termination, Contractor 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, Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor 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 re-procurement and defense of claims arising from Contractor's default.

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 108.14

## **SECTION 109 - MEASUREMENTS AND PAYMENTS**

### **109.1 MEASUREMENT OF QUANTITIES:** (revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

## **PART 200 - EARTHWORK**

### **SECTION 201 - CLEARING AND GRUBBING**

#### **201.3 CONSTRUCTION METHODS:**

(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

### **SECTION 205 - ROADWAY EXCAVATION**

### **SECTION 205 – ROADWAY EXCAVATION**

#### **205.1 DESCRIPTION**

(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

#### **205.2 UNSUITABLE MATERIAL:**

(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

## **PART 300 -- STREETS AND RELATED WORK**

### **SECTION 301 - SUB-GRADE PREPARATION**

#### **301.1 DESCRIPTION:**

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

### **SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT**

#### **336.1 DESCRIPTION:**

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

#### **336.2 MATERIALS AND CONSTRUCTION METHODS:**

##### **336.2.1 PAVEMENT WIDENING OR EXTENSIONS:**

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

## **PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL**

### **SECTION 401 - TRAFFIC CONTROL**

#### **401.5 GENERAL TRAFFIC REGULATIONS:**

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.



The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

The Traffic Engineering Department will reinstall all traffic signs.

#### **401.7 PAYMENT:**

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

### **SECTION 425 TOPSOIL**

#### **425.2 MATERIALS:**

(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

**425.4 MEASUREMENT:**  
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

**425.5 PAYMENT:**  
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 431 – EROSION CONTROL**  
(revise to include new section as follows)

**431.1 DESCRIPTION**

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**432.1 NATIVE SEEDING**

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall

run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

|                 |   |             |
|-----------------|---|-------------|
| Annual ryegrass | ( <i>Lolium multiflorum</i> )                     | 30 lbs/acre |
| Oats            | ( <i>Avena sativa</i> )                           | 60 lbs/acre |
| Regreen©        | ( <i>Triticum aestivum x Elytrigia elongata</i> ) | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

#### **440.10. (D) SEQUENCING** (add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

### **PART 600 - WATER AND SEWER**

#### **SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION**

##### **601.2 EXCAVATION:**

**601.2.1           GENERAL:**  
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. Excavation shall be as shown on the plans and in the specifications. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

**Trench Rock Excavation**

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe,  $\geq 195$  horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

**PART 700 - MATERIALS**

**SECTION 710 - ASPHALT CONCRETE**

**710.1           GENERAL:**  
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

**End of Document**

**FINAL SPECIAL PROVISIONS**  
**4<sup>th</sup> STREET IMPROVEMENT PLANS – PHASE II**  
**PREPARED BY WOODSON ENGINEERING & SURVEYING, INC.**  
**CITY OF FLAGSTAFF PROJECT NO. 15-002313**

**INTRODUCTION**

Modifications to the MAG Specifications, Arizona Department of Transportation Specifications (ADOT), and to the Preceding General Provisions are made in the Special Provisions and take precedence over the MAG and ADOT Specifications and the General Provisions. Where there is no conflict between MAG Specifications, ADOT Specifications and the General Provisions, the Special Provisions are to be construed as being additions to the Specifications. In cases of conflict between the other Specifications and the Special Provisions, the Special Provisions are to be construed as supplanting only the conflicting portions of the other Specifications.

**Also Attached: Specifications for Soil Preparation.**

**MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS  
CONSTRUCTION AND THE GENERAL PROVISIONS ARE HEREBY AMENDED TO  
INCLUDE THE FOLLOWING:**

**PART 100 – GENERAL CONDITIONS**

**SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**

Revise the second paragraph to read:

The bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

**SECTION 104 – SCOPE OF WORK**

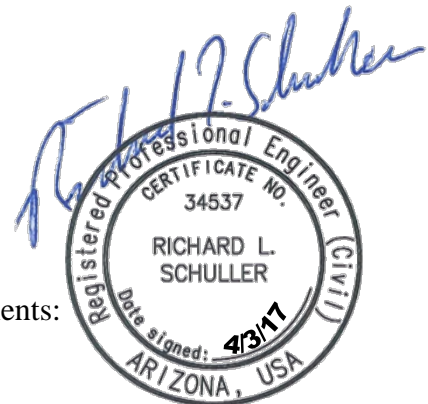
**104.1 WORK TO BE DONE**

**104.1.1 General**

(revise to include the following)

The 4<sup>th</sup> Street Improvement project generally includes the following components:

- Construct signal system foundations
- Reconstruct Median Refuge
- Install signal poles, mast arms and equipment



EXPIRES 3/31/2018

- Remove and salvage signal poles and equipment
- Remove and replace pavement
- Remove and replace curb and gutter as indicated
- Remove and replace driveways and sidewalks as indicated
- Install ADA Sidewalk ramps

### ***Pre-Construction Video***

The contractor shall record and provide the City with a pre-construction video (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundary and private improvements. This video will serve as a record of preexisting conditions and it is in the best interest of the contractor to record a thorough document for the record.

### ***Plan Redlines***

The contractor shall be required to maintain an as-built "red-line" set of construction plans that fully describes work that deviated from the approved plans and submit a set to City Inspection and the Engineer of Record at the completion of work. These plans are considered incidental to the project and no additional compensation shall be made.

## **104.1.2 MAINTENANCE OF TRAFFIC**

(revise to include the following)

The detailed traffic control plan shall be submitted to The Transportation Program and approved by the City of Flagstaff prior to the start of work. The plans shall include provisions for access to all adjacent private properties within the project area. Through advance written notice and coordination with the City's Project Representative and the property owners, the Contractor may temporarily limit a vehicular or pedestrian access to a property only if acceptable alternate access is provided.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions, and commencement of construction activity to all affected property owners, business owners, residents, and the surrounding neighborhood as well as to the Engineer. The City Representative will indicate the limits of the notification. The notice shall include the projected date, and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local telephone number as well as the Owner's name and telephone number.

Existing pedestrian and bicycle facilities shall be continued through or detoured around the construction zone.

Transit stops and pedestrian access thereto shall be maintained. Should construction occur during the school year, any existing school bus stops will need to be temporarily relocated to another location acceptable to the Flagstaff Unified School District Transportation Director. The Contractor shall coordinate any school bus relocations through the Flagstaff Unified School District Transportation Director, Joe Martin at 928-527-2300.

### ***Special Access Requirements:***

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent businesses at all times during their hours of operations. This includes any home-based businesses within the residential area. Access to all residential driveways shall be provided

during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, business, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary residential or business access cannot be restored, the Contractor shall provide an alternative, which will be coordinated with the resident/business and pre-approved by the Owner prior to any restrictions being implemented.

***Traffic Control and Safety:***

At the time of the Pre-construction Conference, the Contractor shall designate an employee, other than the Project Superintendent, who is well qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. The contractor shall designate and provide the contact information of one person who shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. This representative must be within 20 minutes response time from the project area and must be able to operate equipment. Traffic control shall include pedestrian as well as vehicle traffic.

***Emergency Access:***

All roadway closures shall be coordinated by the Contractor with the City's Project Representative at each weekly meeting or at least 72 hours in advance of the roadway closures. The Contractor shall forward the street closure information to the Fire Department and Police Department.

***U.S. Postal Service Access:***

The Contractor shall be responsible for maintaining access for Postal Service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Mailboxes shall be protected in place. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox with like kind; including post and foundation, at no cost to the resident or the City. Placement of any mailbox shall be in accordance with USPS requirements.

## **SECTION 105 – CONTROL OF WORK:**

### **105.5.1 WEEKLY CONSTRUCTION MEETING:**

(revise to include new sub-section)

The Contractor's Superintendent shall attend weekly construction progress meetings. The Contractor representative shall be prepared to discuss construction schedule, construction activities projected for the next two weeks, problems, issues and any other pertinent project details as may be required by the City's representative.

### **105.5.2 PROTECTION OF WORK:**

(revise to include new sub-section)

The Contractor is required to protect work during inclement weather. The contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

## **105.8 CONSTRUCTION STAKES, LINES, AND GRADES**

Unless noted otherwise in the contract documents, the Contractor shall layout the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the Owner for clarification, before proceeding with the work.

## **SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:**

### **107.2 PERMITS:**

(revise to include the following)

The Contractor shall be required to obtain City, ADEQ, and other required permits. The City shall cover the cost of the City Right of Way Permit.

### ***Erosion Protection and Site Restoration***

The size of this project is less than one (1) acre. The Contractor is not required to submit a Notice of Intent and a Notice of Termination to the Arizona Department of Environmental Quality. The Contractor shall use best management practices (BMP) in controlling stormwater runoff. A stormwater pollution prevention plan (SWPPP) has not been included in the construction documents for the Contractor's use.

### **Measurement and Payment**

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost all work associated with stormwater protection shall be included in the pay item for SWPPP.



## **107.2.2 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)**

(revise to include new sub section)

The Contractor is responsible for handling, removal and disposal of all soil and construction material generated by the project as described in the General Provisions. The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects. Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes. City Public Works/Sustainability & Environmental Managements staff are available to collect samples and submit the samples for analyses with small charges for the testing. If the pipe does not contain regulated levels of asbestos the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

Once materials of concern are either agreed to be assumed or properly identified to be ACM then the material is required to be removed according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the GC arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor as well as arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff. In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project.

<http://www.azdeq.gov/environ/air/asbestos/>

This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes.

**If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:**

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website <http://www.flagstaff.az.gov/index.aspx?NID=929> or by contacting the City of Flagstaff Environmental Management staff at (928) 213-2146 or 2151. Fax the completed Non-Friable Asbestos Waste Acceptance Application to (928) 213-3636. Once faxed to the EM Office the application will be reviewed, signed and faxed back to you, normally within one (1) working day. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill. Forms contain multiple carbon copy sheets and need to be obtained from the Cinder Lake Landfill (928) 527-1927 or City of Flagstaff Environmental Management staff (phone numbers above).

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery. If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the testing, removal, and disposal of materials as described above shall be incidental to the project and no separate payment shall be made for this work.

#### **107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:**

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible. The Contractor is responsible to coordinate alternate measures for any impacted operations as mentioned which are acceptable to the parties involved.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacement. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

The Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, retaining walls, landscape walls, pavers, aggregate rock ground cover, plantings, sod) and owner improvements associated with the project to a pre-existing condition. All cost shall be included in the bid as incidental to the work, unless specified in the bid schedule or plans.

The Contractor is responsible for removing existing improvements and salvaging items for relocation after the public improvements are finished. This may necessitate close coordination with property owners. The contractor is responsible for replacing materials in like kind. All cost shall be included in the bid as incidental to the work.

#### **107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:** (revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service.

The Contractor shall protect existing water, sewer, and gas service lines where the proposed work crosses individual service lines.

**Not all service lines are shown on the plans and it is the Contractor's responsibility to determine their location in the field at the beginning of the project. The contractor shall coordinate all necessary utility relocations directly with the appropriate utility franchise and provide sufficient time for response prior to construction of the improvements.**

Protection or repair of existing service lines not in conflict with the work is also considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the Engineer of the conflict. The Owner will make a determination as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with General Provision Section 104.2.3.

**Locations of underground utilities shown on the plans are to be regarded as approximate only.**

**107.12 FURNISHING RIGHT OF WAY:**

(Revise to include the following)

The Contractor shall insure that all employees of the Contractor, subcontractors, agents or invitees are clearly informed regarding the proximity of private property boundaries and that UNDER NO CIRCUMSTANCES shall any worker cross that boundary into private property, unless written authorization has been obtained.

**SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS:**

**108.5 LIMITATIONS OF OPERATIONS:**

(revise to include the following)

Work on Saturdays will be permitted, as necessary, as approved by the City's Public Works Inspection Supervisor. Seventy-Two hours advance notice will be required. Work on Sundays and legal City holidays will not be permitted except in emergencies.

**108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:**

(delete the second paragraph of General Provisions Section 108.7 and replace with the following)

The contract time, including final clean-up of the project site and storage areas, may be extended as a result of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is actually impacted by adverse weather shall be recorded monthly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

**TABLE 108.7  
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS**

| MONTH   | JANUARY | FEBRUARY | MARCH  | APRIL  | MAY    | JUNE   |
|---|---------|----------|--------|--------|--------|--------|
| MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS | 7 days  | 7 days   | 8 days | 6 days | 4 days | 3 days |

|   |                |                |               |               |               |               |
|---|----------------|----------------|---------------|---------------|---------------|---------------|
| AVERAGE MONTHLY PRECIPITATION                     | 1.98"          | 1.96"          | 2.05"         | 1.34"         | 0.68"         | 0.51"         |
| MONTH   | JULY           | AUGUST         | SEPTEMBER     | OCTOBER       | NOVEMBER      | DECEMBER      |
| MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS | <b>12 days</b> | <b>11 days</b> | <b>7 days</b> | <b>5 days</b> | <b>5 days</b> | <b>6 days</b> |
| AVERAGE MONTHLY PRECIPITATION                     | 2.78"          | 2.68"          | 1.82"         | 1.52"         | 1.49"         | 1.90"         |

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.

The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any claims for the delay of critical work within two working days of experiencing adverse weather and associated project delays. Any adverse weather day requests that are not received as stated above shall not be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension. Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays on a month-by-month basis during the contractor's normal working schedule.

## **PART 200 – ROADWAY EXCAVATION**

### **SECTION 205 – UNSUITABLE MATERIAL**

#### **205.2 UNSUITABLE MATERIAL:**

Revise to read:

Material shall be considered unsuitable for fill, subgrade, shoulders and other uses if it contains organic matter, soft spongy earth, other matter of such nature, or excessive moisture that compaction to the specified density is unobtainable. The extent of the unsuitable material shall be identified and measured in the field by the city inspector.

Material that is unsuitable for the intended use shall be excavated from within the identified limits, removed from the site or otherwise disposed of as directed by the Engineer and replaced with suitable material in accordance with Section 210.

### **SECTION 211 – FILL CONSTRUCTION**

#### **211.3 COMPACTING:**

Revise the last sentence of the fifth paragraph to read:

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

## **PART 300 – STREETS AND RELATED WORK**

### **SECTION 301 – SUBGRADE PREPARATION**

#### **301.3 RELATIVE COMPACTION:**

Revise to read:

The subgrade shall be scarified and loosened to a depth of 9 inches. When fill material is required, a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following density when tested in accordance with AASHTO T-99, Method A; T-191 or ASTM D-2922; and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determination, standard detail #190, to compensate for the rock content larger than that which will pass a No. 4 sieve:

- |    |                                |            |
|----|--------------------------------|------------|
| a. | Major streets                  | 95 percent |
| b. | Other streets and traffic ways | 95 percent |
| c. | Curbs, gutter and sidewalks    | 90 percent |

### **SECTION 310 – UNTREATED BASE**

#### **310.2 PLACING:**

Revise the fourth paragraph to read:

Untreated base may vary not more than ¼ inch above or below required grade and cross-section.

All curb and gutter, sidewalk, driveways and sidewalk ramps shall be constructed on a minimum 3 inches of aggregate base course (ABC). The Untreated Base shall be compacted to 95% relative density under curb/gutter, sidewalk, driveway and alley entrances, handicap ramps, and catch basins.

### **SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT**

#### **321.3 WEATHER AND MOISTURE CONDITIONS:**

Revise to read:

Asphalt concrete shall be placed only when the surface is dry, and when the ambient temperature in the shade is 40 degrees F or above and rising, or above 50 degrees F if falling. No asphalt concrete shall be placed when the weather is foggy, or rainy, or when the base on which the material is placed is unstable, is in a wet condition (in excess of optimum), or in a frozen condition. Asphalt concrete shall be placed only when the Engineer determines that weather conditions are suitable.

The determination by the Engineer of unsuitable weather conditions for paving operations shall not be cause for extension of the Contract Time. The Contractor must show that such weather conditions were not reasonably anticipated. Any request for an extension of the Contract Time shall be in accordance with Section 108.7 of the MAG Standard Specifications and Section 108.7 of these Special Provisions.

**321.8 PLACEMENT:**

**321.8.4 Compaction; Asphalt Base Course and Surface Course:**

Revise the fourth paragraph to read:

Achieving the required compaction is the responsibility of the Contractor. The Contractor shall determine the equipment and pattern of rolling that will provide the proper compaction, at his expense. The Engineer will determine the acceptability of the pavement compaction in accordance with Section 321.10 of the MAG Standard Specifications.

**321.8.5 Smoothness:**

Revise to read:

The completed surfacing shall be thoroughly compacted, smooth, true to grade and cross-section, of uniform texture and appearance, and free of ruts, humps, roller marks, depressions or irregularities. An acceptable surface shall not vary more than one-fourth (1/4) inch from the lower edge of a 10-foot straightedge when the straightedge is placed parallel to the centerline of the roadway.

**SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE**

**340.1 DESCRIPTION:**

Revise to read:

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley entrances shall be constructed to the dimensions indicated on the plans and MAG Standard Details with all applicable modifications as per the City of Flagstaff Standard Details as referenced on the plans.

All curb and gutter, sidewalk, driveways and sidewalk ramps shall be constructed on a minimum 3 inches of aggregate base course (ABC). The ABC shall be compacted to 95% relative density.

Unless otherwise noted for removal and replacement, the contractor shall protect all curb and gutter that is to remain in place. Removals outside the plan limits not approved by the owner shall be replaced at the contractor's expense.

**340.2 MATERIALS:**

Revise the first paragraph to read:



Concrete shall be Class A, containing 5 to 7 percent air entrainment, and conform to the applicable requirements of Section 725.

**340.2.1 DETECTABLE WARNINGS:**

(revise to include the following)

All detectable warning devices used on the project shall be cast iron plates manufactured by East Jordan Iron Works or approved equal. The cost of the detectable warnings is included in the cost of the ramp/pedestrian refuge.

**SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER METER BOXES**

**345.3 ADJUSTING VALVE BOXES:**

Revise the second paragraph to read:

Adjustable cast iron boxes shall, if possible, be brought to grade by adjustment of the upper movable section. Any excavated area shall be filled with Class A concrete, with 5 to 7% air entrainment, per standard detail, or as directed by the Engineer.

Revise the second sentence of the third paragraph to read:

This collar shall be Class A concrete with 5 to 7% air entrainment.

Existing water meter boxes that are disturbed during construction shall be replaced by HDPE polymer boxes and lids per City of Flagstaff Standards.

## **PART 400 – RIGHT OF WAY TRAFFIC CONTROL**

### **SECTION 401 – TRAFFIC CONTROL:**

#### **401.8 TRAFFIC CONTROL:**

(revise to include new sub-section)

The Contractor is required to provide a Work Plan with a detailed Traffic Control Plan, Phasing Plan and Property Access Plan per MAG Specification Section 401. This plan shall be submitted for approval to the City of Flagstaff Transportation Program.

At all times, the contractor shall conduct the construction activities to safeguard pedestrians and vehicular access in the vicinity of the project. All holes or trenches left open overnight shall be surrounded by Type II barricades and Type A flashing warning lights, connected by warning tape or rope, as directed by the Engineer. The contractor shall provide plywood coverings or some other protection over holes satisfactory to the Engineer. There will be no direct measurement or additional payment for providing coverings or the warning tape, Type II barricades or rope, the costs being considered as included in the original cost of the contract.

#### ***Payment:***

All traffic control for this project shall be included as a component of the overall lump sum bid item for the Construction Traffic and Pedestrian Control item, inclusive of all labor, devices, and Police necessary to accomplish a safe work environment.

## **BID ITEMS:**

### **6. Remove Existing Tree**

#### **Description:**

The work under this item shall include the removal and proper disposal of the tree and associated stump.

#### **Construction Requirements:**

The removal of the tree shall include the stump to a minimum of 6" below existing grade. The resultant hole shall be filled with native material to match the final grade.

All trunk and branches measuring a minimum of 4" in diameter shall be cut into 2.5' lengths and stacked neatly near the temporary fence called for in Bid Item 29. All other parts of the tree shall be disposed of in a proper manner.

#### **Method of Measurement:**

Remove Existing Tree will be measured as a unit for each tree removed.

#### **Basis of Payment:**

Remove Existing Tree, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

### **7. Remove & Replace Water Meter Box**

#### **Description:**

The work under this item shall include the removal of an existing concrete meter box and replacement with an HDPE polymer meter box.

#### **Construction Requirements:**

The removal and replacement shall conform to City of Flagstaff Standard Drawing 9-03-080. The contractor shall place the new meter box at the location shown in the project plans within the new sidewalk ramp.

#### **Method of Measurement:**

Remove & Replace Water Meter Box will be measured as a unit for each box replaced.

#### **Basis of Payment:**

Remove & Replace Water Meter Box, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

### **13. Reconstruct Pedestrian Refuge**

**Description:**

The work under this item shall include the reconstruction of a sidewalk ramp at the location shown in the project plans.

**Construction Requirements:**

The contractor shall reconstruct the pedestrian refuge at the location shown and per the Detail PR-1 in the project plans. The pedestrian refuge shall include all truncated domes, colored concrete and paver curb. The contractor shall also install a 3" AB subgrade under all concrete.

**Method of Measurement:**

Reconstruct Pedestrian Refuge will be measured as a unit for each refuge reconstructed.

**Basis of Payment:**

Reconstruct Pedestrian Refuge, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

### **14. Construct Sidewalk Ramp Per COF 10-10-039**

**Description:**

The work under this item shall include the installation of a sidewalk ramp at the location shown on the plans.

**Construction Requirements:**

The contractor shall construct a sidewalk ramp at the location shown in the project plans per COF Detail 10-10-039. The sidewalk ramp shall include the ramp, ramp wings and truncated domes. The contractor shall also install a 3" AB subgrade under all concrete.

**Method of Measurement:**

Construct Sidewalk Ramp Per COF Detail 10-10-039 will be measured as a unit for each ramp installed.

**Basis of Payment:**

Construct Sidewalk Ramp Per COF Detail 10-10-039, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **15. Furnish & Install 'Q' Pole w/25' Mast Arm & 10' Luminaire Arm**

### **Description:**

The contractor shall install a Type 'Q' signal pole at the location shown in the project plans.

### **Construction Requirements:**

The contractor shall furnish and install a Type 'Q' signal pole with a 25' signal mast arm and a 10' luminaire mast arm at the location shown in the project plans. The pole and mast arms shall conform to ADOT Standard Detail T.S. 4-10. The signal mast arm shall not require tenons.

### **Method of Measurement:**

Furnish & Install 'Q' Pole will be measured as a unit for each pole installed.

### **Basis of Payment:**

Furnish & Install 'Q' Pole, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **16. Construct 'Q' Pole Foundation**

### **Description:**

The work under this item shall include the construction of a Type 'Q' Pole foundation.

### **Construction Requirements:**

The contractor shall construct a foundation per ADOT Standard Detail T.S. 4-10 at the location shown in the project plans.

### **Method of Measurement:**

Construct 'Q' Pole Foundation will be measured as a unit for each foundation.

### **Basis of Payment:**

Construct 'Q' Pole Foundation, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **17. Furnish & Install 'F' Pole w/20' Mast Arm & 10' Luminaire Arm**

### **Description:**

The contractor shall install a Type 'F' signal pole at the location shown in the project plans.

### **Construction Requirements:**

The contractor shall furnish and install a Type 'F' signal pole with a 20' signal mast arm and a 10' luminaire mast arm at the location shown in the project plans. The pole and mast arms shall conform to ADOT Standard Detail T.S. 4-3. The signal mast arm shall not require tenons.

**Method of Measurement:**

Furnish & Install 'F' Pole will be measured as a unit for each pole installed.

**Basis of Payment:**

Furnish & Install 'F' Pole, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **18. Construct 'F' Pole Foundation**

**Description:**

The work under this item shall include the construction of a Type 'F' Pole foundation.

**Construction Requirements:**

The contractor shall construct a foundation per ADOT Standard Detail T.S. 4-3 at the location shown in the project plans.

**Method of Measurement:**

Construct 'F' Pole Foundation will be measured as a unit for each foundation.

**Basis of Payment:**

Construct 'F' Pole Foundation, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **19. Furnish & Install Dual Flasher Assembly**

**Description:**

The work under this item shall include the installation of a dual flasher assembly on the respective 'F' or 'Q' poles.

**Construction Requirements:**

The contractor shall furnish and install a dual flasher assembly on each signal pole as shown in the project plans. The signal face shall be a dual Type 'D' per ADOT Standard Detail T.S. 8-5. The mounting assembly shall be made with Pelco part #'s AS-0124-2-56-SS-PNC, AB-0215 and AS-0398.

**Method of Measurement:**

Furnish & Install Dual Flasher Assembly will be measured as a unit for each assembly installed.

**Basis of Payment:**

Furnish & Install Dual Flasher Assembly, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

**22. Conductors**

**Description:**

The work under this item shall include the installation of signal and lighting conductors.

**Construction Requirements:**

The contractor shall furnish and install conductors for the proper installation of the pedestrian signal and lighting. All wiring and connections shall conform to IMSA and NEC specifications. Signal and lighting wiring shall match the conductor schedule as shown in the project plans.

All wiring shall be supervised by a Level II IMSA certified technician.

**Method of Measurement:**

Conductors will be measured as a lump sum.

**Basis of Payment:**

Conductors will be paid as a lump sum for the work complete in place as described in these specifications and shown in the project plans.

**23. Remove and Reinstall Signal Controller**

**Description:**

The work under this item shall include the removal and reinstallation of signal controller and the construction of a concrete signal controller pad.

**Construction Requirements:**

The contractor shall remove the existing signal control cabinet and reinstall on a new foundation pad at the location shown in the project plans. The contractor shall construct a foundation pad per the detail in the plans at the location shown in the project plans.

The contractor shall remove the existing foundation and dispose of the material in a proper manner. The resultant hole shall be filled with native material and/or paved with AC as necessary to match surrounding conditions.

**Method of Measurement:**

Remove and Reinstall Signal Controller will be measured as a unit for each controller removed and reinstalled.

**Basis of Payment:**

Remove and Reinstall Signal Controller, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

**24. Remove and Salvage/Reinstall Signal Equipment**

**Description:**

The work under this item shall include the removal and reinstallation of signal.

**Construction Requirements:**

The contractor shall remove the existing 'A' poles and equipment. The signal equipment shall be reinstalled on the new 'F' or 'Q' poles as shown in the project plans. The 'A' poles and break-away abases shall be salvaged to the City.

The contractor shall remove the existing foundations and dispose of the material in a proper manner. The resultant holes shall be filled with native material and/or paved with AC as necessary to match surrounding conditions.

**Method of Measurement:**

Remove and Salvage/Reinstall Signal Equipment will be measured as a lump sum.

**Basis of Payment:**

Remove and Salvage/Reinstall Signal Equipment will be paid as a lump sum for the work complete in place as described in these specifications and shown in the project plans.

**25. Furnish & Install Pedestrian PB Post**

**Description:**

The contractor shall install a Pedestrian PB Post at the location shown in the project plans.

**Construction Requirements:**

The contractor shall furnish and install a Pedestrian PB Post at the location shown in the project plans. The post shall conform to ADOT Standard Detail T.S. 4-22.

**Method of Measurement:**

Furnish & Install Pedestrian PB Post will be measured as a unit for each post installed.

**Basis of Payment:**

Furnish & Install Pedestrian PB Post, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.



## **26. Construct Pedestrian PB Post Foundation**

### **Description:**

The work under this item shall include the construction of a Pedestrian PB Post foundation.

### **Construction Requirements:**

The contractor shall construct a foundation per ADOT Standard Detail T.S. 4-22 at the location shown in the project plans. The foundation shall be the in-line curb type.

### **Method of Measurement:**

Construct Pedestrian PB Post Foundation will be measured as a unit for each foundation.

### **Basis of Payment:**

Construct Pedestrian PB Post Foundation, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **27. Remove and Reinstall Existing Sign Assembly**

### **Description:**

The work under this item shall include the removal and reinstallation of the W11-2 and W16-7P sign assemblies.

### **Construction Requirements:**

The contractor shall remove the existing sign assemblies and mounts. The sign assemblies shall be reinstalled on the new 'F' or 'Q' poles as shown in the project plans.

Any signs damaged by the contractor during the removal shall be replaced at no cost to the City.

### **Method of Measurement:**

Remove and Reinstall Existing Sign Assembly will be measured as a unit for each sign assembly removed and reinstalled.

### **Basis of Payment:**

Remove and Reinstall Existing Sign Assembly, as measured above, will be paid by the unit price per each, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## **28. High Visibility Crosswalk Markings**

### **Description:**

The work under this item shall include the installation of crosswalk markings.

**Construction Requirements:**

The installation shall conform to City of Flagstaff Standard Detail 16-06-010. The markings shall be 90 mil. thermo-plastic conforming to ADOT Standard Specification 704.

The existing markings in conflict shall be removed per ADOT Standard Specification 701-3.06.

**Method of Measurement:**

High Visibility Crosswalk Markings will be measured as a lump sum.

**Basis of Payment:**

High Visibility Crosswalk Markings will be paid as a lump sum for the work complete in place as described in these specifications and shown in the project plans.

**29. Remove and Reinstall Existing Fence**

**Description:**

The work under this item shall include the removal and reinstallation of existing fence.

**Construction Requirements:**

The contractor shall install temporary 6' cyclone fencing 10' inside the property line around the work area.

The contractor shall remove the existing fencing material and posts as shown in the project plans.

The contractor shall install new posts with concrete foundations. The contractor shall reinstall the existing fencing material on the new posts. Any material damaged by the contractor shall be replaced at no cost to the City.

The existing posts shall be salvaged and the foundations shall be disposed of in a proper manner.

**Method of Measurement:**

Remove and Reinstall Existing Fence will be measured as a unit for each lineal foot.

**Basis of Payment:**

Remove and Reinstall Existing Fence, as measured above, will be paid by the unit price per lineal foot, which shall be full compensation for the work complete in place as described in these specifications and shown in the project plans.

## SECTION 329113 - SOIL PREPARATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
  - 1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
  - 2. Section 329700 "Vegetated Roof Assemblies" for growing media (soil).

#### 1.2 DEFINITIONS

- A. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- B. Imported Soil: Soil that is transported to Project site for use.
- C. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- F. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- G. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- H. USCC: U.S. Composting Council.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at COF Project sites.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

B. LEED Submittals: N.A.

1. Product Certificates for Credit MR 5: For products and materials required to comply with requirements for regional materials, certificates indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.

C. Samples: For each bulk-supplied material in sealed containers labeled with content, source, and date obtained; providing an accurate representation of composition, color, and texture.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Regional Materials: Imported soil, manufactured planting soil and soil amendments and slow release fertilizers shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site (except for fertilizer)

2.2 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. Planting-Soil Type Existing, on-site surface soil, with the duff layer, if any, retained; **and stockpiled on-site**; modified to produce viable planting soil. Blend existing, on-site surface soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Soil: 1:4 by volume.
2. Weight of Lime 2 lb per 1000 sq. ft. per 6 inches of soil depth.
3. Weight of Iron Sulfate: 2 lb per 1000 sq. ft. per 6 inches (150 mm) of soil depth.
4. Weight of Agricultural Gypsum: 5 lb per 1000 sq. ft. per 6 inches of soil depth.
5. Weight of Slow-Release Fertilizer 2 lb per [1000 sq. ft. per 6 inches of soil depth.

B. Planting-Soil Type : Native soil

1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches (100 mm) deep,

2. Unacceptable Properties: Clean soil of the following:
  - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
  - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of **8** percent by dry weight of the imported soil.
  - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.

## 2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  1. Class: T, with a minimum of 99 percent passing through a No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through a No. 60 (0.25-mm) sieve.
  2. Class: O, with a minimum of 95 percent passing through a No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through a No. 60 (0.25-mm) sieve.
  3. Form: Provide lime in form of ground dolomitic limestone. Retain one of or both "Sulfur" and "Iron Sulfate" paragraphs below if required.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Perlite: Horticultural perlite, soil amendment grade.
- E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 (0.30-mm) sieve.
- F. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

## 2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
- B. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

## 2.5 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
  - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

### 3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

### 3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
  - 1. Amendments: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
    - a. Mix lime with dry soil before mixing fertilizer.
    - b. Mix fertilizer with planting soil no more than seven days before planting.
  - 2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.

- B. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

#### 3.4 BLENDING PLANTING SOIL IN PLACE

- A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 4 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Mixing: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
  - 1. Mix lime
  - 2. Mix fertilizer with planting soil no more than seven days before planting.
- D. Compaction: Compact blended planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698 except where a different compaction value is indicated on Drawings.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

#### 3.5 PROTECTION AND CLEANING

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Vehicle traffic.
  - 4. Foot traffic.
  - 5. Erection of sheds or structures.
  - 6. Impoundment of water.
  - 7. Excavation or other digging unless otherwise indicated.
- C. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
  - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.



## LEGEND

|     |   |
|-----|---|
| --- | EXISTING PROPERTY LINE  |
| --- | EXISTING ROAD CENTERLINE  |
| --- | EXISTING EASEMENT   |
| --- | EXISTING MAJOR CONTOUR  |
| --- | EXISTING MINOR CONTOUR  |
| --- | EXISTING FLOWLINE   |
| --- | EXISTING WATER LINE   |
| --- | EXISTING SANITARY SEWER LINE  |
| --- | EXISTING STORM DRAIN  |
| --- | EXISTING GAS LINE   |
| --- | EXISTING OVERHEAD ELECTRIC LINE                                       |
| --- | EXISTING UNDERGROUND ELECTRIC LINE                                    |
| --- | EXISTING CABLE TV LINE  |
| --- | EXISTING TELEPHONE LINE   |
| --- | EXISTING FIBER OPTIC LINE   |
| --- | EXISTING CHAIN LINK FENCE   |
| --- | EXISTING WOOD FENCE   |
| --- | EXISTING WALL   |
| --- | EXISTING CONCRETE   |
| --- | EXISTING STRUCTURE  |
| --- | EXISTING PAVEMENT   |
| --- | PROPOSED WATER LINE   |
| --- | PROPOSED CONDUIT  |
| --- | PROPOSED HANDRAIL   |
| --- | PROPOSED CONCRETE   |
| --- | PROPOSED PAVEMENT REPLACEMENT   |
| W   | EXISTING WATER VALVE  |
| W   | EXISTING WATER METER  |
| W   | EXISTING FIRE HYDRANT   |
| W   | EXISTING SANITARY SEWER MANHOLE                                       |
| W   | EXISTING STORM DRAIN MANHOLE  |
| W   | EXISTING CATCH BASIN  |
| W   | EXISTING GAS VALVE  |
| W   | EXISTING GAS METER  |
| W   | EXISTING ELECTRIC METER   |
| W   | EXISTING MISCELLANEOUS MANHOLE  |
| W   | EXISTING UTILITY POLE   |
| W   | EXISTING GUY ANCHOR   |
| W   | EXISTING LIGHT POLE   |
| W   | EXISTING SIGN POST  |
| W   | EXISTING BOLLARD  |
| W   | EXISTING TREE TO REMAIN (DIAMETER AND P-PINE, J-JUNIPER, D-DECIDUOUS) |
| W   | FOUND RIGHT-OF-WAY MONUMENT AS NOTED                                  |
| W   | FOUND REBAR AS NOTED  |
| W   | FOUND MONUMENT AS NOTED   |
| W   | FOUND NAIL AS NOTED   |

## KNOWN & NOTED UTILITY CONFLICTS

| SHEET | UTILITY         | CONFLICT          |
|-------|-----------------|-------------------|
| 4     | STREET LIGHTING | POSSIBLE CROSSING |
| 5     | APS ELECTRIC    | F POLE FOUNDATION |
| 5     | UNISOURCE GAS   | F POLE FOUNDATION |
| 5     | COF WATER       | PED RAMP          |

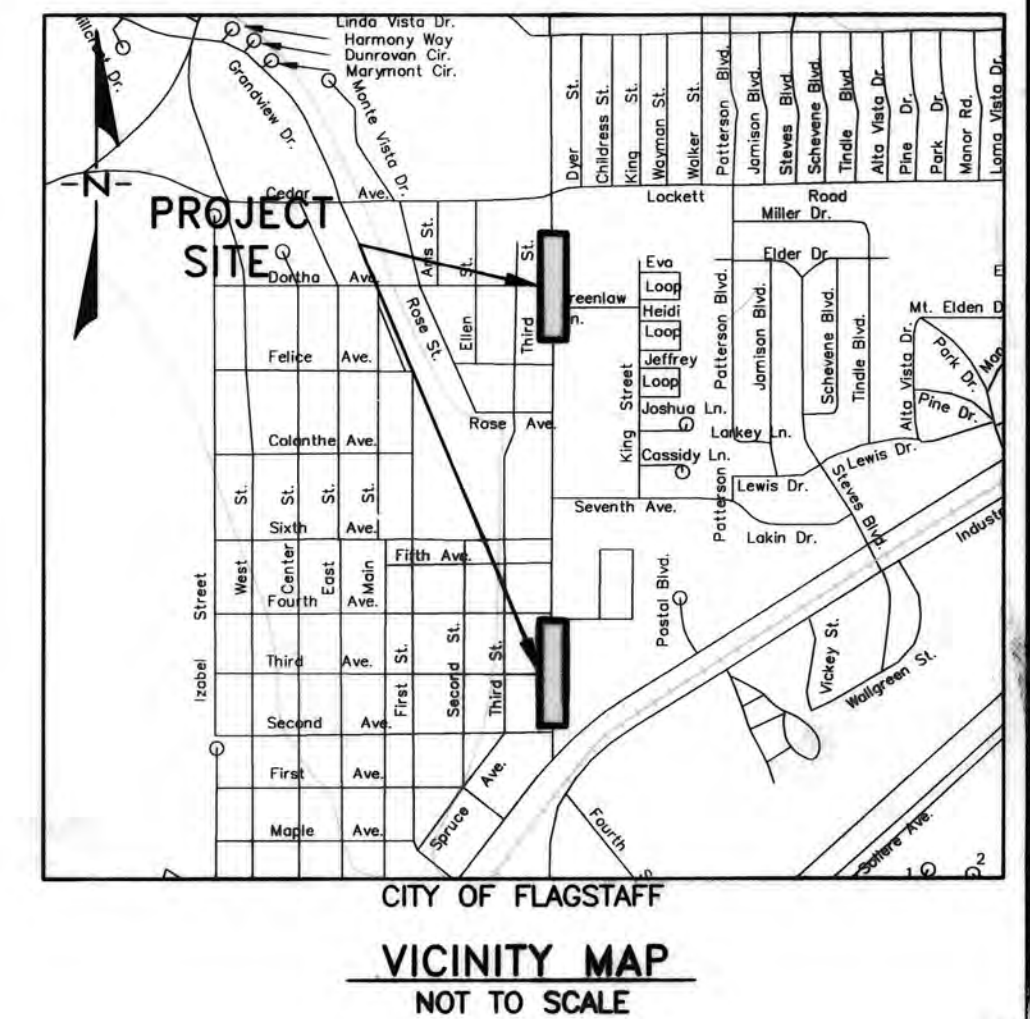
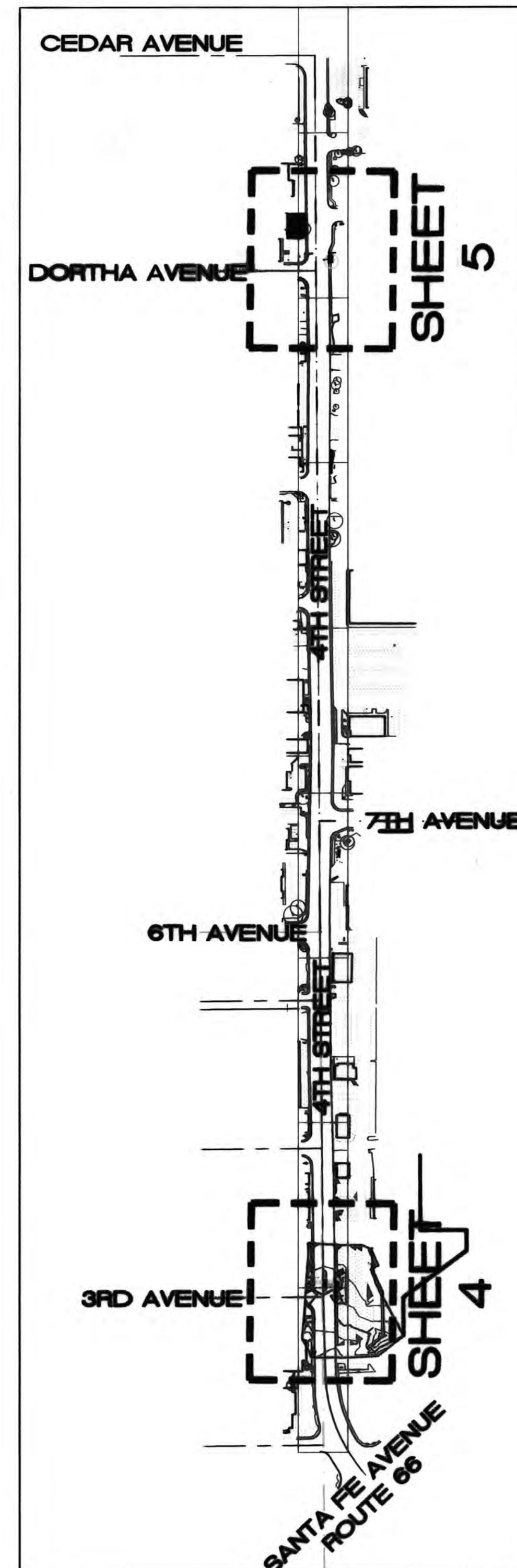
KNOWN UTILITY CONFLICTS ARE BASED ON PLAN MAPPING. OTHER CONFLICTS MAY EXIST. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION AND NOTIFYING ENGINEER.

## SHEET INDEX

- COVER SHEET
- TYPICAL NOTES SHEET
- DETAIL SHEET
- PAVING & GRADING 3RD AVE
- PAVING & GRADING DORTHA
- CONTROL SHEET

# 4TH STREET IMPROVEMENT PLANS CONSTRUCTION PLANS

A PROPOSED IMPROVEMENT IN A PORTION OF SECTIONS 11, 12, 13 & 14,  
TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND  
MERIDIAN, COCONINO COUNTY, ARIZONA



## UTILITY ACKNOWLEDGEMENT

|                        |         |
|------------------------|---------|
| BY LETTER              | 1/30/17 |
| ARIZONA PUBLIC SERVICE | DATE    |
| BY LETTER              | 3/2/17  |
| UNISOURCE ENERGY       | DATE    |
| BY LETTER              | 3/1/17  |
| CENTURY LINK           | DATE    |
| BY LETTER              | 2/7/17  |
| SUDDEN LINK            | DATE    |

## CITY OF FLAGSTAFF APPROVAL

|                       |               |
|-----------------------|---------------|
| Richard A. Bennett    | 4/25/2017     |
| CITY ENGINEER         | DATE          |
| Andrew L. Bortolan    | 4.25.17       |
| PUBLIC WORKS DIRECTOR | DATE          |
| Bradley M. Hill       | 24 April 2017 |
| UTILITIES DIRECTOR    | DATE          |

## IMPERVIOUS AREA CALCULATION

NO ADDITIONAL IMPERVIOUS AREA IS BEING PROPOSED FOR THIS PROJECT.

## GENERAL NOTE

THESE PLANS WERE PREPARED UNDER THE 2012 EDITION OF THE CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AND THE 2016 EDITION OF THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS.

## CONCEPT APPROVAL

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

## AUTHORIZATION TO CONSTRUCT

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

## OWNER/DEVELOPER

CITY OF FLAGSTAFF  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
(928) 213-2611

## ENGINEER

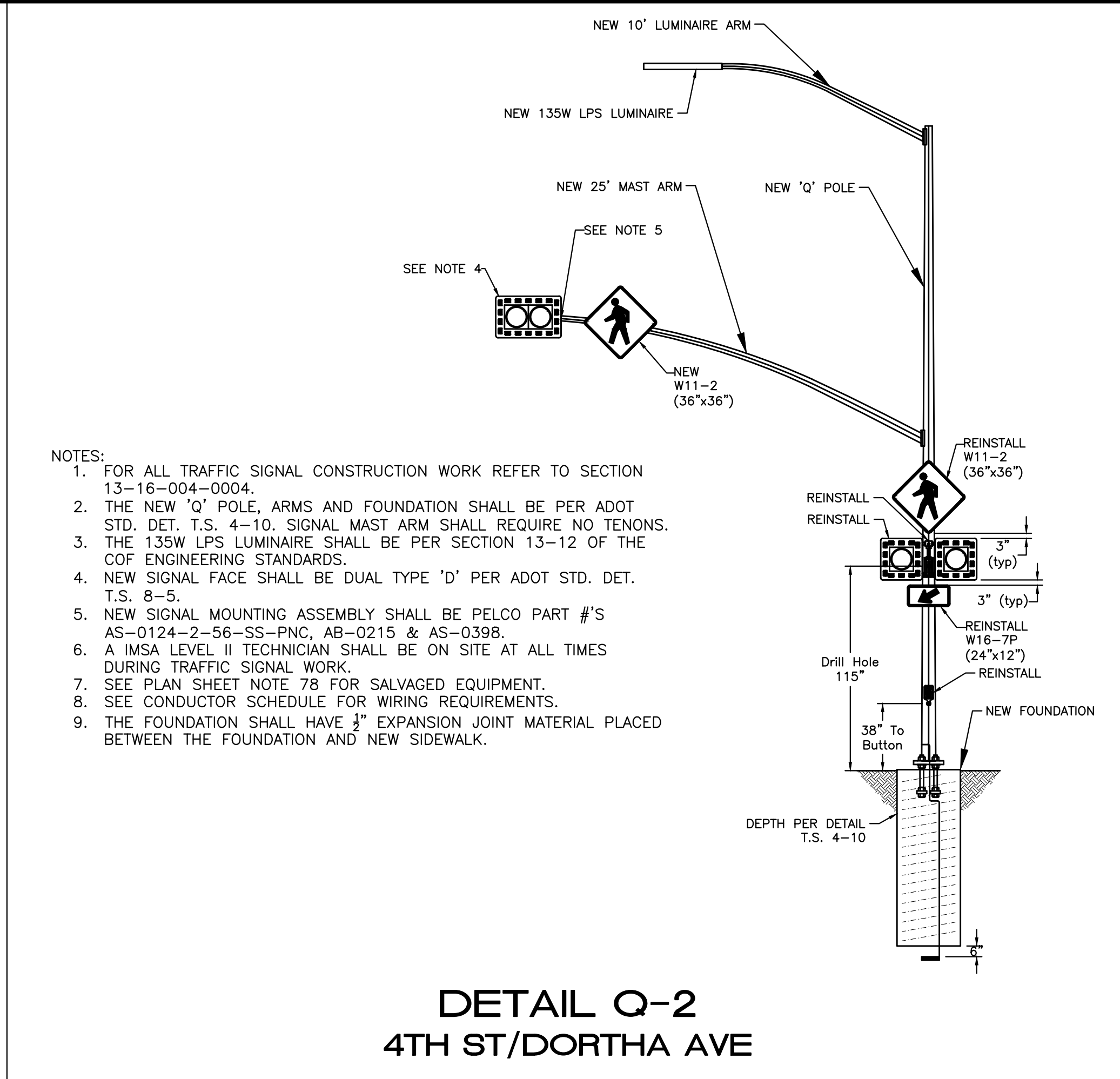
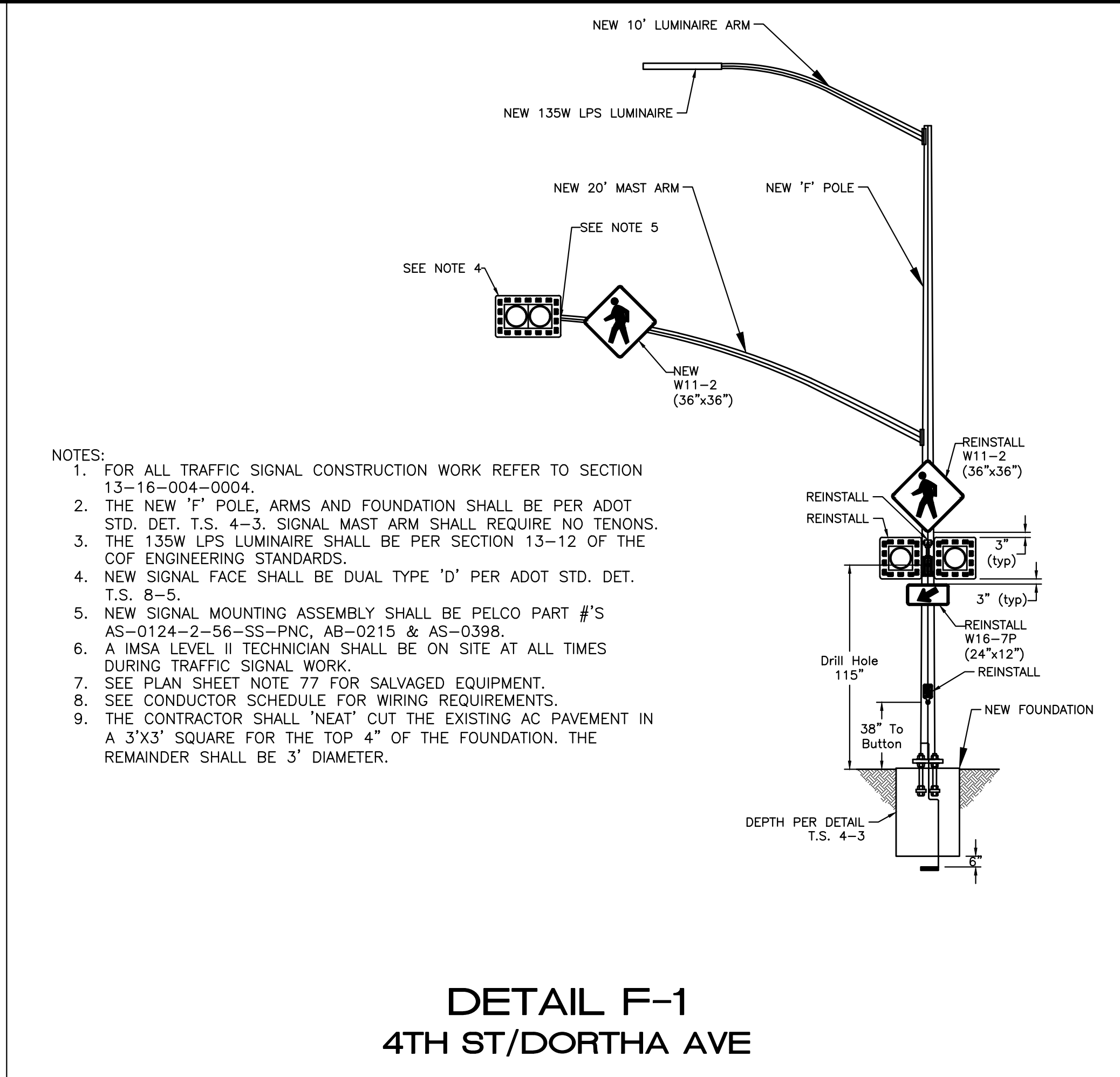
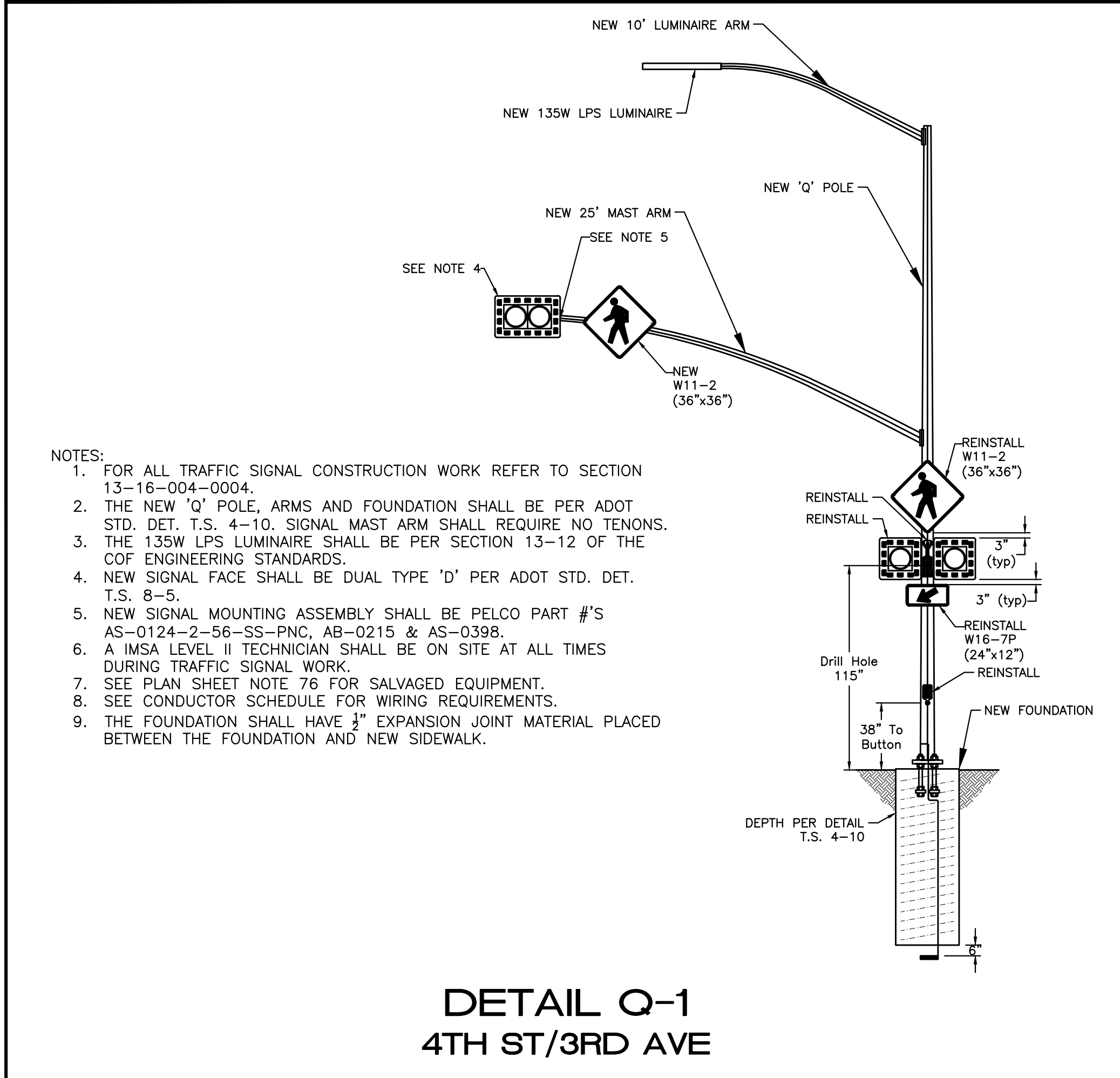
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124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
(928) 774-4636





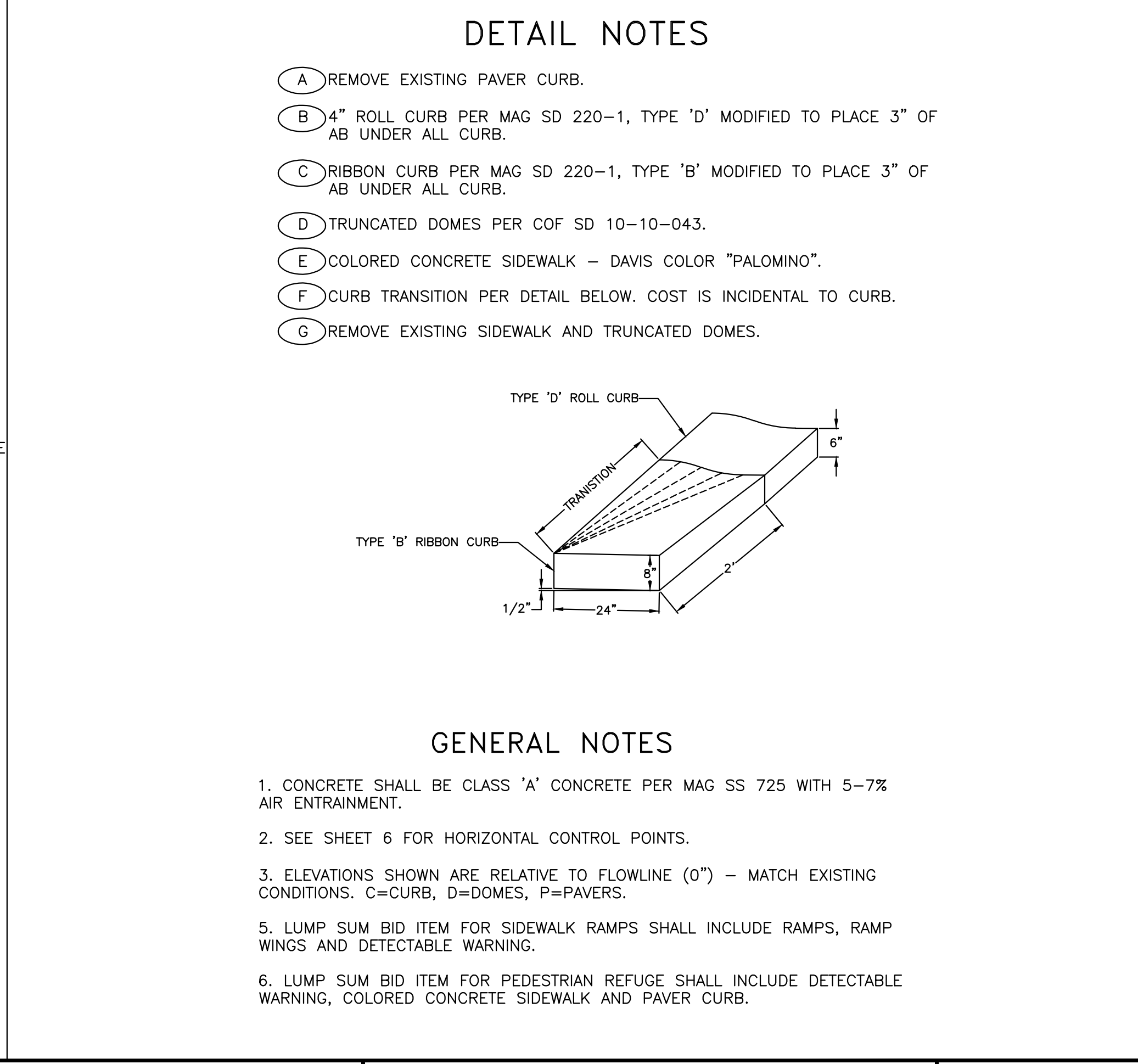
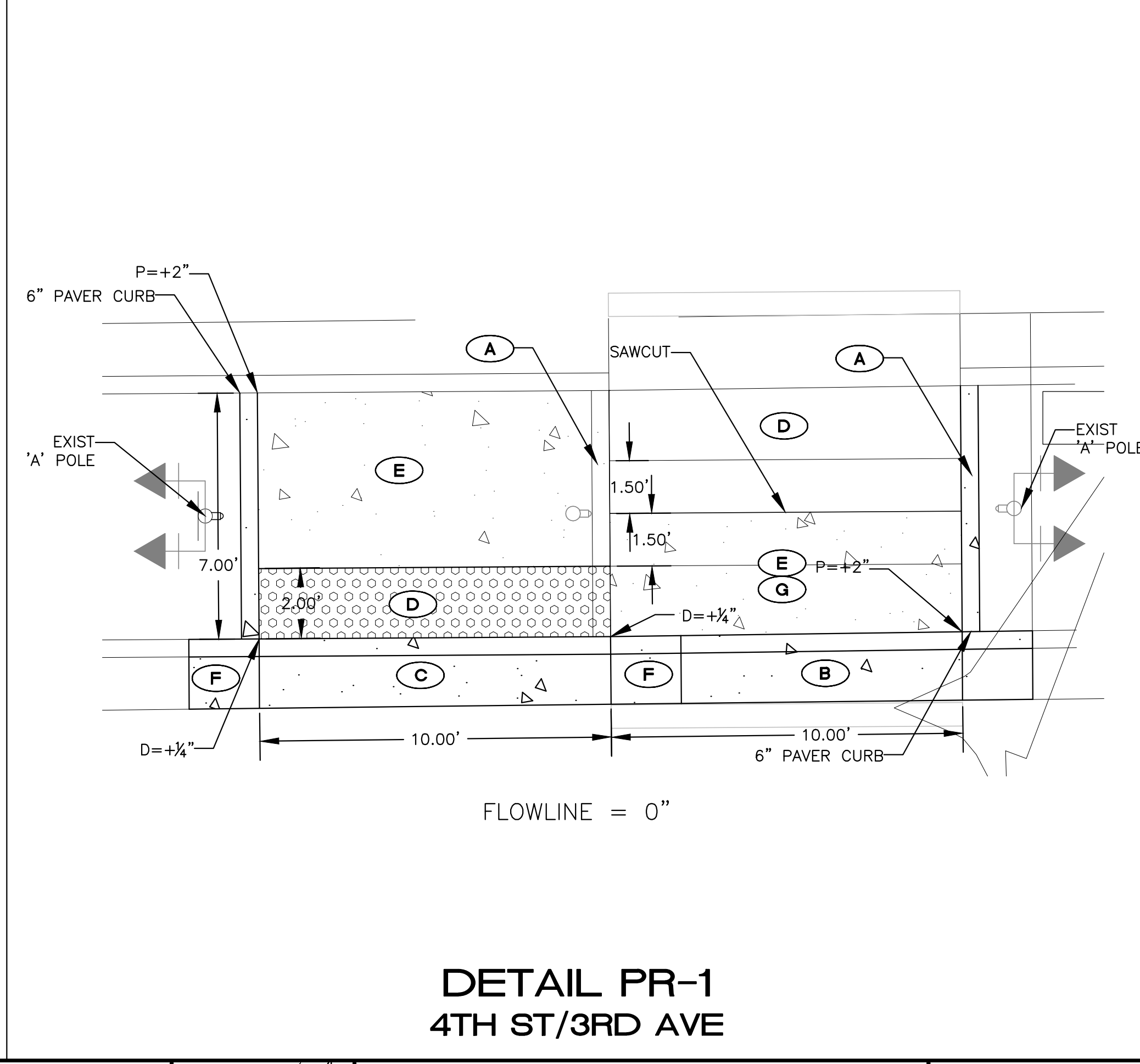






| IMSA CABLE 19-1, #14 AWG |             |                    |             |                         |
|--------------------------|-------------|--------------------|-------------|-------------------------|
| 7 CONDUCTOR              |             |                    | 4 CONDUCTOR | 2 CONDUCTOR             |
| FUNCTION                 | COLOR       | FIXTURE            | COLOR       | FIXTURE                 |
| 12 VDC                   | RED         | RT BEACON (LAMP 2) | RED         | RT BEACON (LAMP 2)      |
| 12 VDC                   | BLACK       | RT BEACON (LAMP 2) | BLACK       | RT BEACON (LAMP 2)      |
| 12 VDC                   | WHITE       | LT BEACON (LAMP 1) | WHITE       | LT BEACON (LAMP 1)      |
| 12 VDC                   | GREEN       | LT BEACON (LAMP 1) | GREEN       | LT BEACON (LAMP 1)      |
| PPB 1                    | ORANGE      | PED PUSH BUTTON 1  |             | BLACK PED PUSH BUTTON 1 |
| PPB 2                    | BLUE        | PED PUSH BUTTON 2  |             | BLACK PED PUSH BUTTON 2 |
| DC RTN                   | WHITE/BLACK | PPB COMMON         |             | WHITE PPB COMMON        |

NOTES:  
1. A IMSA LEVEL II TECHNICIAN SHALL BE ON SITE AT ALL TIMES DURING TRAFFIC SIGNAL WORK.  
2. ALL CABLES SHALL BE TAGGED WITH USAGE, DIRECTION AND/OR LAMP NUMBER.  
3. ALL 7 CONDUCTOR CABLES SHALL RUN UN-SPLICED FROM CONTROL CABINET TO PULL BOX ADJACENT TO POLE.  
4. LIGHTING CONDUCTORS SHALL BE 12-2UF-B (WITH GROUND). THE HOT (BLACK) WIRE SHALL BE FUSED WITH A 5 AMP KTK IN-LINE FUSE IN THE PULL BOX.  
5. A #8 THW GREEN BONDING CONDUCTOR SHALL RUN IN ALL CONDUITS FROM CONTROL CABINET TO POLE. SPLICES MAY BE MADE IN PULL BOXES.  
6. ALL SPLICES IN PULL BOXES SHALL BE MADE USING WATERPROOF CONNECTORS.



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ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

DETAILS

PEDESTRIAN REFUGE  
& SIGNAL POLES

|                       |
|-----------------------|
| HOR SCALE: NA         |
| VERT SCALE: NA        |
| DATE: 5/20/15         |
| PROJECT NO.: 115801   |
| AGENCY NO.: 15-002313 |
| SHEET NO.: 3 OF 6     |

DESIGNED BY: RW  
DRAFTED BY: RW  
CHECKED BY: RAS

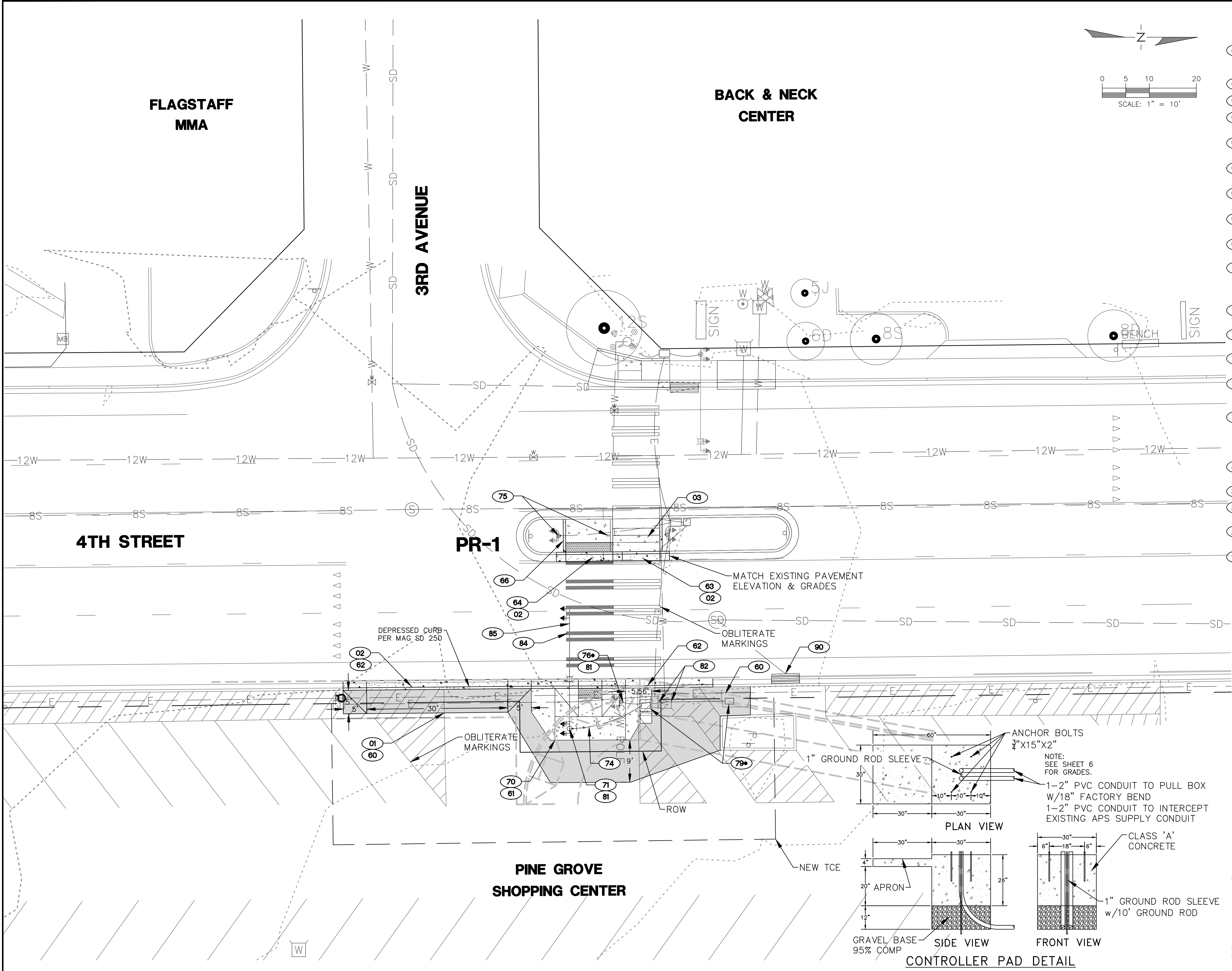
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04/03/2017

4TH STREET IMPROVEMENT PLANS  
CITY OF FLAGSTAFF  
CONSTRUCTION PLANS





- CONSTRUCTION NOTES  
PUBLIC IMPROVEMENTS
- 01

(109 S.Y.) SAWCUT AND REMOVE EXISTING A.C. PAVEMENT AND SOIL MATERIAL TO A MINIMUM DEPTH OF 10" FROM FINISH GRADE. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
- 02

(82 L.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING CURB & GUTTER.
- 03

(35 S.F.) SAWCUT, REMOVE AND DISPOSE OF EXISTING SIDEWALK.
- 60

(81 S.Y.) INSTALL A.C. PAVEMENT PER MAG SS 310 & 321 AND STRUCTURAL SECTION #1 ON SHEET 2.
- 61

(154 S.F.) CONSTRUCT CONCRETE SIDEWALK PER MAG SD 230, MODIFIED TO ADD 3" OF AB UNDER ALL SIDEWALK.
- 62

(79 L.F.) CONSTRUCT 6" VERTICAL CURB & GUTTER PER MAG SD 220-1, TYPE 'A' MODIFIED TO PLACE 3" OF AB UNDER ALL CURB & GUTTER.
- 63

(12 L.F.) CONSTRUCT 4" ROLL CURB PER MAG SD 220-1, TYPE 'D' MODIFIED TO PLACE 3" OF AB UNDER ALL CURB.
- 64

(12 L.F.) CONSTRUCT RIBBON CURB PER MAG SD 220-1, TYPE 'B' MODIFIED TO PLACE 3" OF AB UNDER ALL CURB.
- 66

(1 L.SUM) RECONSTRUCT PEDESTRIAN REFUGE PER DETAIL PR-1 ON SHEET 3.
- 70

(1 EA.) CONSTRUCT PEDESTRIAN RAMP PER C.O.F. DETAIL 10-10-039 MODIFIED WITH TRUNCATED DOMES. RAMP WIDTH SHALL BE 5' AND DEPTH SHALL BE 4" ON 3" ABC. ADJUST NORTH SIDE PER DIMENSIONS SHOWN TO ACCOMMODATE CONTROLLER PAD.
- 71

(1 EA.) INSTALL TYPE 'Q' POLE WITH SIGNAL EQUIPMENT PER DETAIL Q-1 ON SHEET 3.
- 74

(16 L.F.) INSTALL 2" SCHEDULE 40 PVC CONDUIT. SEE CONDUCTOR SCHEDULE FOR WIRING.
- 75

(1 EA.) REMOVE EXISTING 2" SQUARE POST AND PEDESTRIAN PUSH BUTTON. REINSTALL PEDESTRIAN PUSH BUTTON ON 'A' POLE.
- 76

(1 EA.) REMOVE EXISTING 'A' POLE AND FOUNDATION. REINSTALL EQUIPMENT ON 'Q' POLE PER DETAIL Q-1 ON SHEET 3. SALVAGE POLE AND BREAKAWAY BASE TO COF.
- 79

(1 EA.) RELOCATE EXISTING SIGNAL CONTROL CABINET TO NEW FOUNDATION PER DETAIL BELOW. REMOVE EXISTING FOUNDATION AND REPAVE WITH AC PER STRUCTURAL SECTION #1 ON SHEET 2. CONNECT ONE NEW CONDUIT TO EXISTING APS SUPPLY CONDUIT AND RUN OTHER INTO NO. 7 PULL BOX. WIRE CABINET PER CONDUCTOR SCHEDULE.
- 81

(1 EA.) REMOVE EXISTING SIGN ASSEMBLY FROM 'A' POLE AND REINSTALL ON 'Q' POLE PER DETAILS ON SHEET 3.
- 82

(NON-PAY) ADJUST PULL BOX AND WATER BOX AS NECESSARY.
- 84

(1 L.SUM) INSTALL HIGH VISIBILITY CROSSWALK MARKINGS PER COF DETAIL 10-06-010, WHITE - 90 MIL. THERMOPLASTIC.
- 85

(1 EA.) INSTALL NEW W11-2 SIGN, 36"x36", ON SIGNAL MAST ARM ADJACENT TO SIGNAL FACE.
- 90

(1 L.SUM) PROTECT EXISTING CATCH BASIN IN PLACE. INSTALL SEDIMENT CONTROL PER DETAIL ON SHEET 6.
- \* POSSIBLE UTILITY CONFLICT - PROCEED WITH CAUTION.

GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEY, INC. IN SEPTEMBER, 2014, AND OCTOBER, 2016.

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

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

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FN: PAVE & GRAD

REVISIONS:

**WOODSON**  
ENGINEERING AND SURVEYING, INC.  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

3RD AVENUE

PAVING, GRADING & DRAINAGE

HOR SCALE: 1" = 10'

VERT SCALE: NA

DATE: 5/20/15

PROJECT NO.: 115801

AGENCY NO.: 15-002313

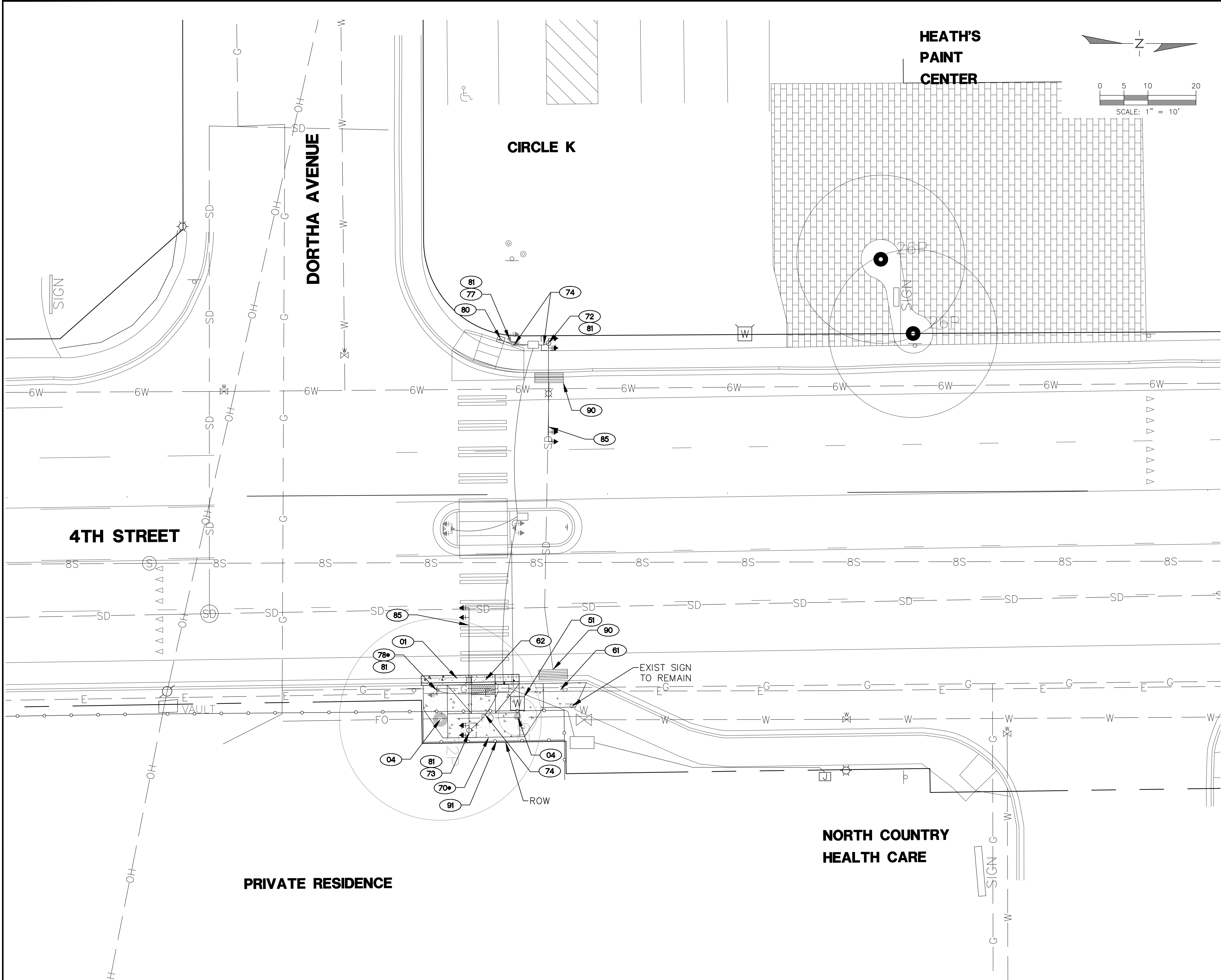
SHEET NO.: 4 OF 6

DESIGNED BY: RW

DRAFTED BY: RW

CHECKED BY: RAS





CONSTRUCTION NOTES  
PUBLIC IMPROVEMENTS

- 01 (4 S.Y.) SAWCUT AND REMOVE EXISTING A.C. PAVEMENT AND SOIL MATERIAL TO A MINIMUM DEPTH OF 10" FROM FINISH GRADE. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
  - 04 (2 EA.) REMOVE EXISTING TREE. CUT AND STACK PER SPECIFICATIONS.
  - 51 (1 EA.) REMOVE & REPLACE WATER METER BOX PER COF DETAIL 09-03-080.
  - 61 (200 S.F.) CONSTRUCT CONCRETE SIDEWALK PER MAG SD 230, MODIFIED TO ADD 3" OF AB UNDER ALL SIDEWALK.
  - 62 (20 L.F.) CONSTRUCT 6" VERTICAL CURB & GUTTER PER MAG SD 220-1, TYPE 'A' MODIFIED TO PLACE 3" OF AB UNDER ALL CURB.
  - 70 (1 EA.) CONSTRUCT PEDESTRIAN RAMP PER C.O.F. DETAIL 10-10-039 MODIFIED WITH TRUNCATED DOMES. RAMP WIDTH SHALL BE 5' AND DEPTH SHALL BE 4" ON 3" ABC. ADJUST PULL BOX TO FIT RAMP SLOPE.
  - 72 (1 EA.) INSTALL TYPE 'F' POLE AND EQUIPMENT PER DETAIL F-1 ON SHEET 3.
  - 73 (1 EA.) INSTALL TYPE 'Q' POLE AND EQUIPMENT PER DETAIL Q-2 ON SHEET 3.
  - 74 (17 L.F.) INSTALL 2" SCHEDULE 40 PVC CONDUIT. SEE CONDUCTOR SCHEDULE FOR WIRING.
  - 77 (1 EA.) REMOVE EXISTING 'A' POLE AND FOUNDATION. REINSTALL EQUIPMENT ON 'F' POLE PER DETAIL F-1. SALVAGE POLE AND BREAKAWAY BASE TO COF.
  - 78 (1 EA.) REMOVE EXISTING 'A' POLE AND FOUNDATION. REINSTALL EQUIPMENT ON 'Q' POLE PER DETAIL Q-2. SALVAGE POLE AND BREAKAWAY BASE TO COF.
  - 80 (1 EA.) INSTALL PEDESTRIAN PUSH BUTTON POST AND FOUNDATION PER ADOT STD. DET. T.S. 4-22, IN-LINE WITH CURB. SAWCUT EXISTING CURB AS NECESSARY. REINSTALL PUSH BUTTON FROM 'A' POLE.
  - 81 (2 EA.) REMOVE EXISTING SIGN ASSEMBLY FROM 'A' POLE AND REINSTALL ON 'F' OR 'Q' POLE PER DETAILS ON SHEET 3.
  - 85 (2 EA.) INSTALL NEW W11-2 SIGN, 36"x36", ON SIGNAL MAST ARM ADJACENT TO SIGNAL FACE.
  - 90 (1 L.SUM) PROTECT EXISTING CATCH BASIN IN PLACE. INSTALL SEDIMENT CONTROL PER DETAIL ON SHEET 6.
  - 91 (36 L.F.) REMOVE AND REPLACE EXISTING CHAIN LINK FENCE.
- \* POSSIBLE UTILITY CONFLICT - PROCEED WITH CAUTION.

GENERAL NOTES

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04/03/2017

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CITY OF FLAGSTAFF  
CONSTRUCTION PLANS

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FN: PAVE & GRAD

REVISIONS:

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FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

DORTHA AVENUE

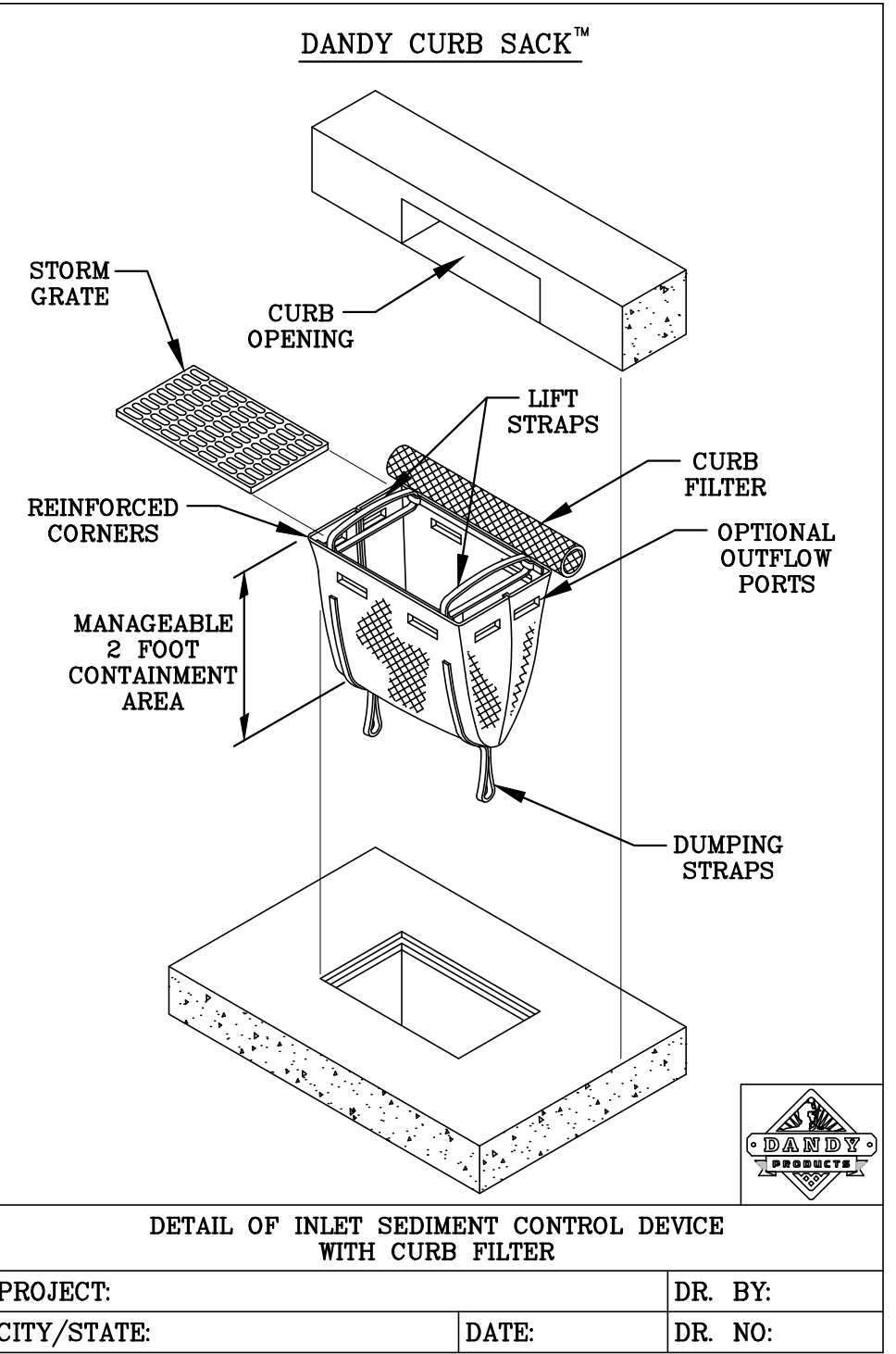
PAVING, GRADING  
& DRAINAGE

|                       |
|-----------------------|
| HOR SCALE: 1" = 10'   |
| VERT SCALE: NA        |
| DATE: 5/20/15         |
| PROJECT NO.: 115801   |
| AGENCY NO.: 15-002313 |
| SHEET NO.: 5 OF 6     |

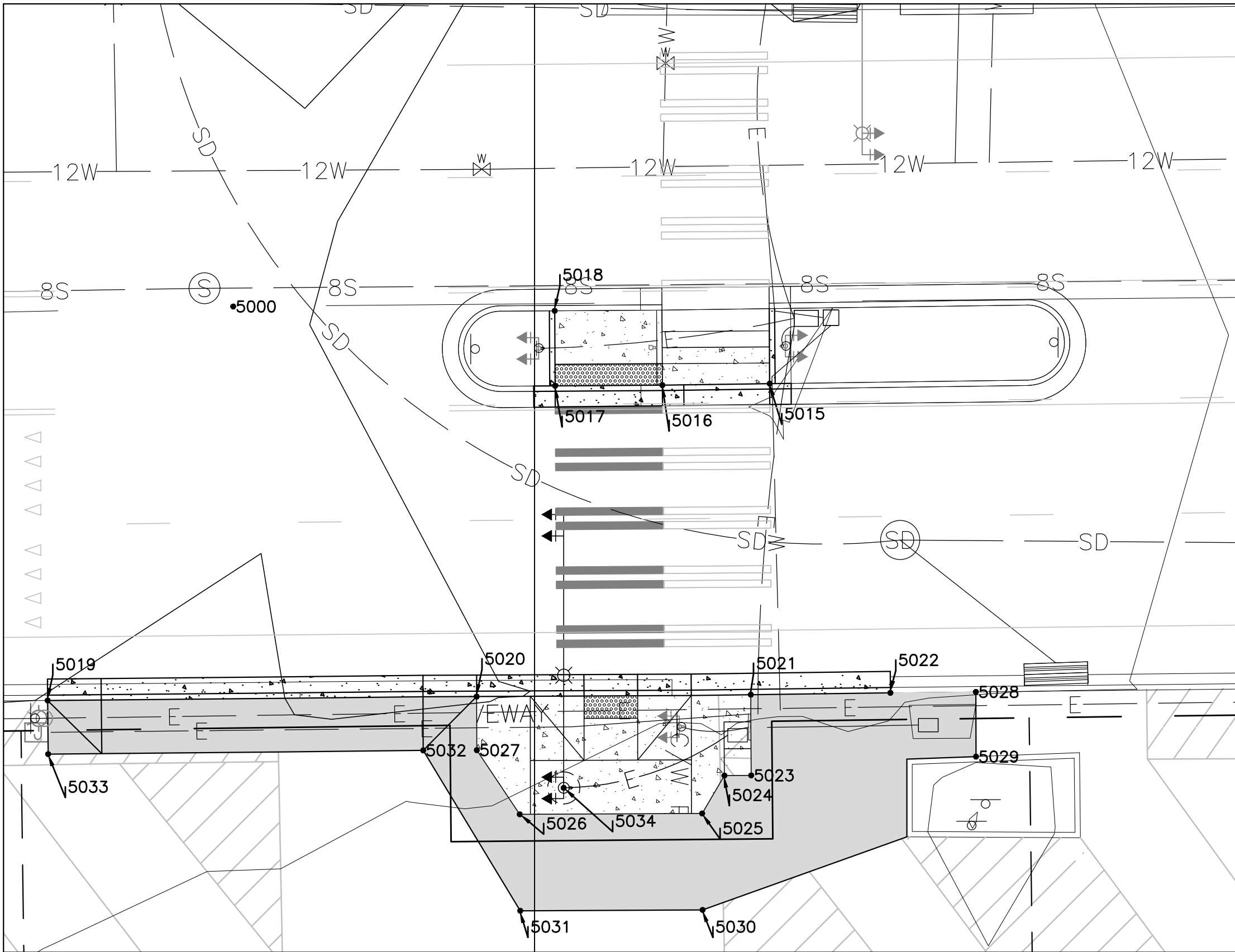
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DRAFTED BY: RW  
CHECKED BY: RAS



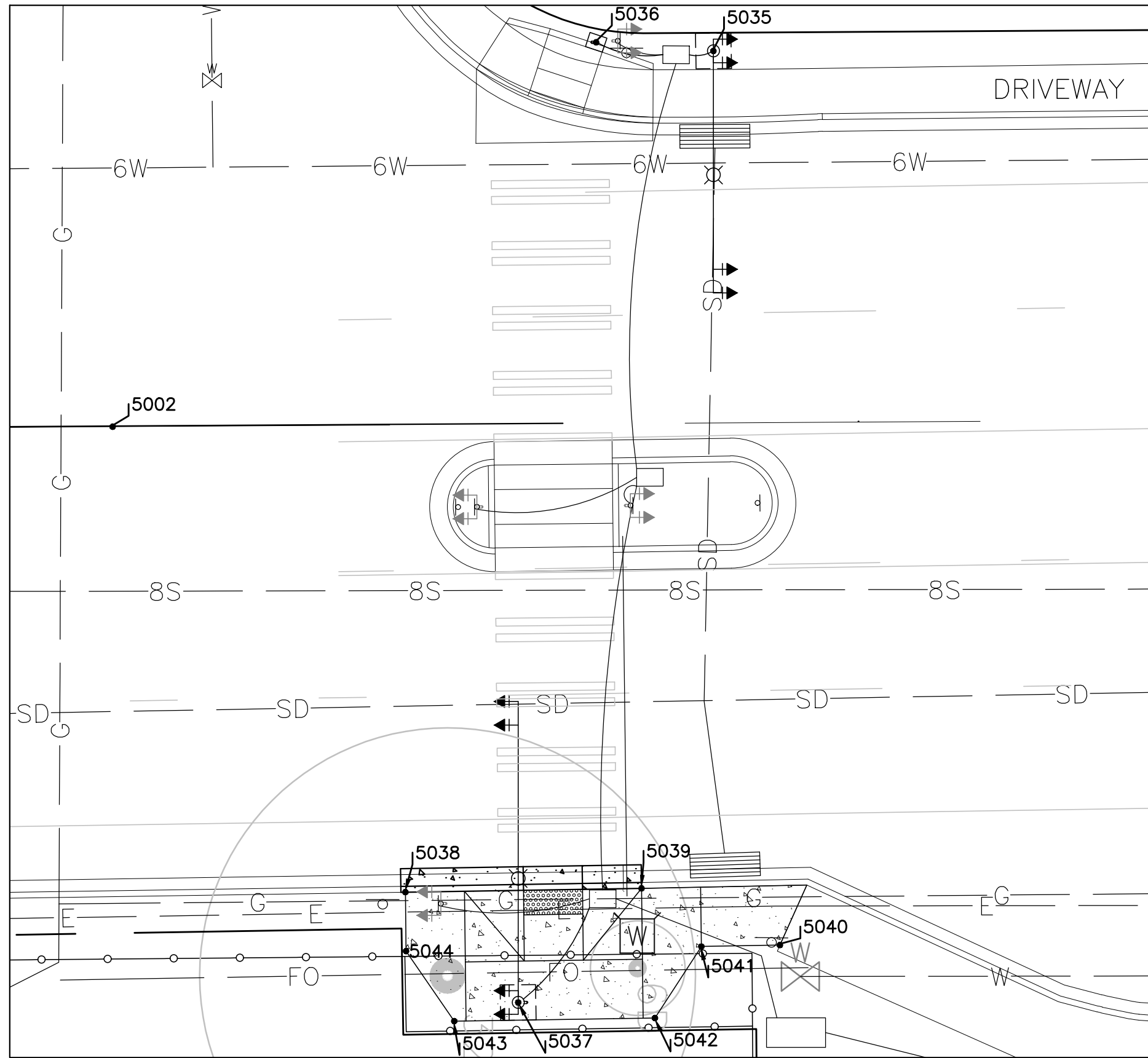
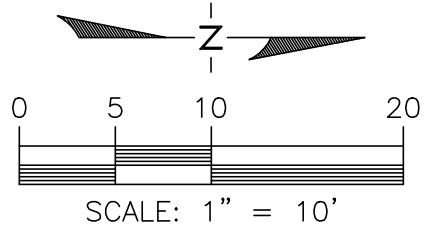
| DANDY CURB SACK™<br>SPECIFICATIONS   |             |   |                         |  |
|--|-------------|---|-------------------------|--|
| NOTE: THE DANDY CURB SACK™ WILL BE MANUFACTURED IN THE U.S.A. FROM A WOVEN<br>MONOPLAMENT FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS: |             |   |                         |  |
| REGULAR FLOW DANDY CURB SACK™ (BLACK)  |             |   |                         |  |
| Mechanical Properties  | Test Method | Units   | MARV                    |  |
| Grab Tensile Strength  | ASTM D 4632 | kN (lbs)  | 1.78 (400) x 1.40 (315) |  |
| Grab Tensile Elongation  | ASTM D 4632 | %   | 15 x 15                 |  |
| Puncture Strength  | ASTM D 4633 | kPa (psi)                                       | 0.67 (150)              |  |
| Mullen Burst Strength  | ASTM D 3786 | kPa (psi)                                       | 5505 (800)              |  |
| Trapezoid Tear Strength  | ASTM D 4533 | kN (lbs)  | 0.67 (150) x 0.73 (165) |  |
| UV Resistance  | ASTM D 4355 | %   | 90                      |  |
| Apparent Opening Size  | ASTM D 4751 | Mm (US Std Sieve)                               | 0.425 (40)              |  |
| Flow Rate  | ASTM D 4491 | 1/min/m <sup>2</sup> (gal/min/ft <sup>2</sup> ) | 2852 (70)               |  |
| Permittivity   | ASTM D 4491 | Sec <sup>-1</sup>                               | 0.90                    |  |

| HI-FLOW DANDY CURB SACK™ (SAFETY ORANGE) | | | | |
| Mechanical Properties | Test Method | Units | MARV | |
| Grab Tensile Strength | ASTM D 4632 | kN (lbs) | 1.62 (365) x 0.89 (200) | |
| Grab Tensile Elongation | ASTM D 4632 | % | 24 x 10 | |
| Puncture Strength | ASTM D 4633 | kPa (psi) | 0.40 (90) | |
| Mullen Burst Strength | ASTM D 3786 | kPa (psi) | 3097 (450) | |
| Trapezoid Tear Strength | ASTM D 4533 | kN (lbs) | 0.51 (115) x 0.33 (75) | |
| UV Resistance | ASTM D 4355 | % | 90 | |
| Apparent Opening Size | ASTM D 4751 | Mm (US Std Sieve) | 0.425 (40) | |
| Flow Rate | ASTM D 4491 | 1/min/m<sup>2</sup> (gal/min/ft<sup>2</sup>) | 5907 (145) | |
| Permittivity | ASTM D 4491 | Sec<sup>-1</sup> | 2.1 | |
| \*Note: All Dandy Sacks™ can be ordered with our optional oil absorbent pillows | | | | |


## SEDIMENT CONTROL DETAIL

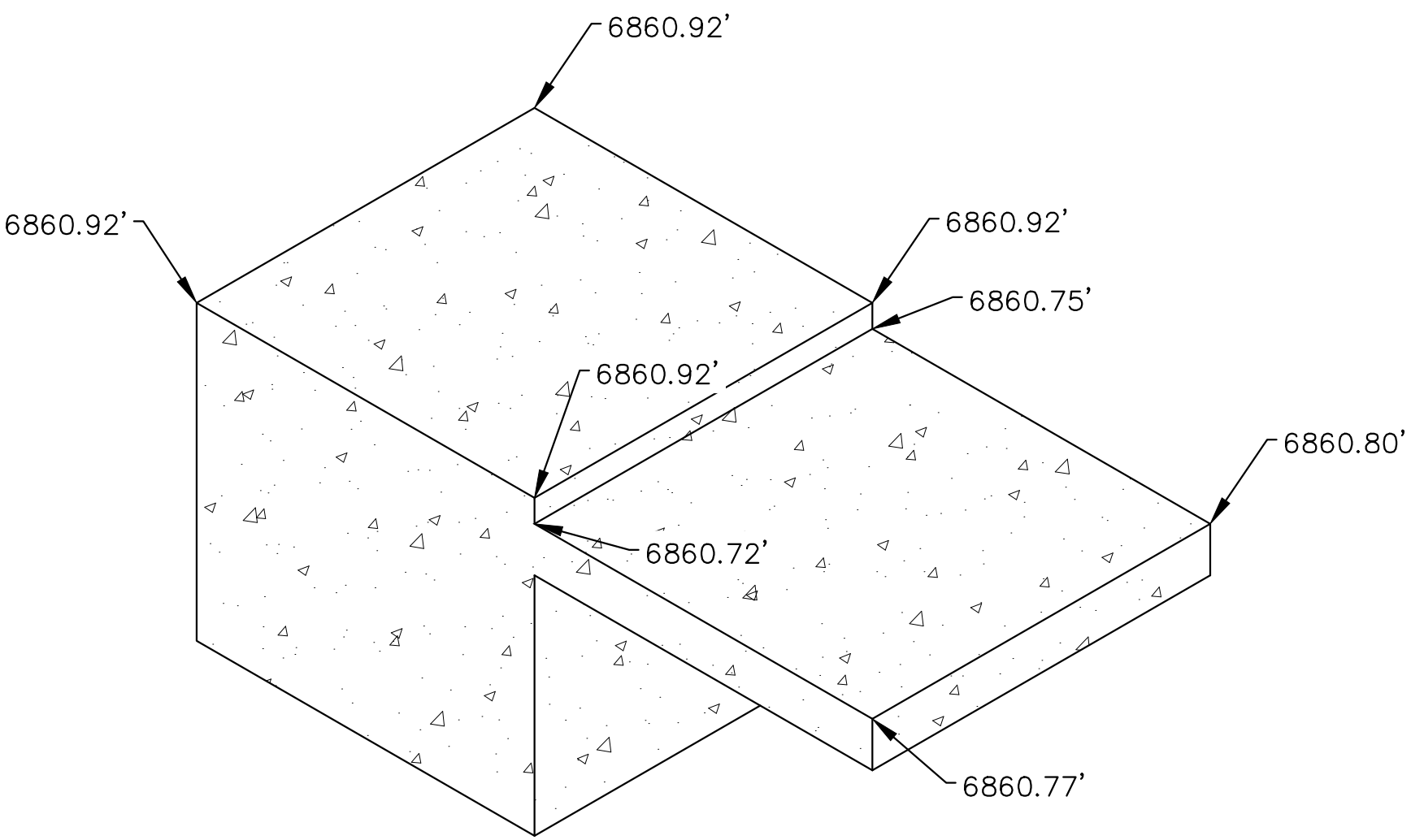


## 4TH STREET & 3RD AVENUE



## 4TH STREET & DORTHA AVENUE

| POINT TABLE |          |          |              |             |
|-------------|----------|----------|--------------|-------------|
| POINT NO.   | NORTHING | EASTING  | DESCRIPTION  | ELEVATION   |
| 5000        | 11563.18 | 19992.05 | BCHH 3RD     | 6859.80'    |
| 5001        | 12670.57 | 19982.12 | BCHH SEC COR | 6877.65'    |
| 5002        | 14673.30 | 19969.76 | BCHH DORTHA  | 6905.58'    |
| 5015        | 11613.20 | 19999.24 | BACK OF CURB | MATCH EXST  |
| 5016        | 11603.20 | 19999.38 | BACK OF CURB | MATCH EXST  |
| 5017        | 11593.20 | 19999.45 | BACK OF CURB | MATCH EXST  |
| 5018        | 11593.15 | 19992.45 | BACK OF CURB | MATCH EXST  |
| 5019        | 11545.89 | 20028.79 | BACK OF CURB | MATCH EXST  |
| 5020        | 11585.89 | 20028.42 | BACK OF CURB | 6860.35'    |
| 5021        | 11611.45 | 20028.25 | BACK OF CURB | 6860.65'    |
| 5022        | 11624.45 | 20028.08 | BACK OF CURB | MATCH EXST  |
| 5023        | 11611.48 | 20035.77 | EDGE OF WALK | 6860.80'    |
| 5024        | 11608.98 | 20035.79 | EDGE OF WALK | 6860.77'    |
| 5025        | 11606.90 | 20039.32 | EDGE OF WALK | 6860.81'    |
| 5026        | 11589.90 | 20039.40 | EDGE OF WALK | 6860.63'    |
| 5027        | 11585.89 | 20033.42 | EDGE OF WALK | 6860.45'    |
| 5028        | 11632.43 | 20027.99 | SAWCUT       | MATCH EXST  |
| 5029        | 11632.43 | 20034.02 | SAWCUT       | MATCH EXST  |
| 5030        | 11606.95 | 20048.32 | SAWCUT       | MATCH EXST  |
| 5031        | 11589.95 | 20048.40 | SAWCUT       | MATCH EXST  |
| 5032        | 11580.89 | 20033.45 | SAWCUT       | MATCH EXST  |
| 5033        | 11545.93 | 20033.79 | SAWCUT       | MATCH EXST  |
| 5034        | 11594.00 | 20036.94 | Q POLE       | 6860.63'    |
| 5035        | 14724.18 | 19937.92 | F POLE       | MATCH EXST  |
| 5036        | 14714.24 | 19937.19 | PED PB POST  | MATCH EXST  |
| 5037        | 14707.63 | 20018.52 | Q POLE       | 5043 + .10' |
| 5038        | 14698.09 | 20009.18 | BACK OF CURB | MATCH EXST  |
| 5039        | 14718.09 | 20008.86 | BACK OF CURB | MATCH EXST  |
| 5040        | 14729.80 | 20013.67 | EDGE OF WALK | MATCH EXST  |
| 5041        | 14723.14 | 20013.79 | EDGE OF WALK | 5039 + .20' |
| 5042        | 14719.22 | 20019.85 | EDGE OF WALK | 5039 + .22' |
| 5043        | 14702.22 | 20020.11 | EDGE OF WALK | 5038 + .27' |
| 5044        | 14698.15 | 20014.17 | EDGE OF WALK | 5038 + .10' |



## CONTROLLER PAD GRADES

### GENERAL NOTES

FIELD TOPOGRAPHY AND BOUNDARY SURVEY INFORMATION USED TO PREPARE THIS DRAWING WERE MADE BY WOODSON ENGINEERING & SURVEY, INC. IN SEPTEMBER, 2014, AND OCTOBER, 2016.

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

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

CONTROL

CONTROL POINTS  
3RD AVE & DORTHA

|                       |
|-----------------------|
| HOR SCALE: NA         |
| VERT SCALE: NA        |
| DATE: 5/20/15         |
| PROJECT NO.: 115801   |
| AGENCY NO.: 15-002313 |
| SHEET NO.: 6 OF 6     |

4TH STREET IMPROVEMENT PLANS  
CITY OF FLAGSTAFF  
CONSTRUCTION PLANS

04/03/2017

WOODSON ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

115801

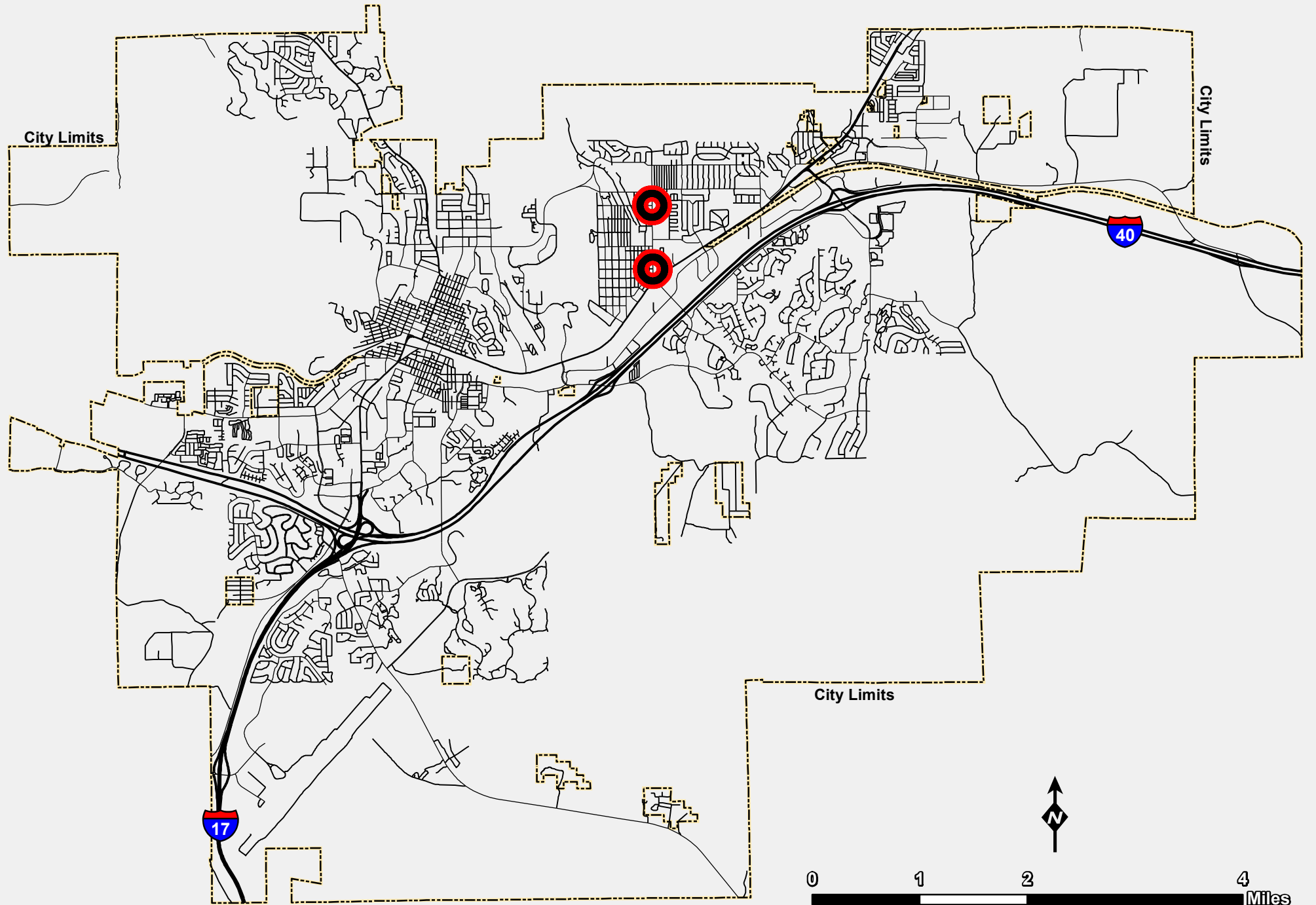
REVISIONS:



WOODSON  
ENGINEERING AND SURVEYING, INC.  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646  
EXPIRES 3/31/2018

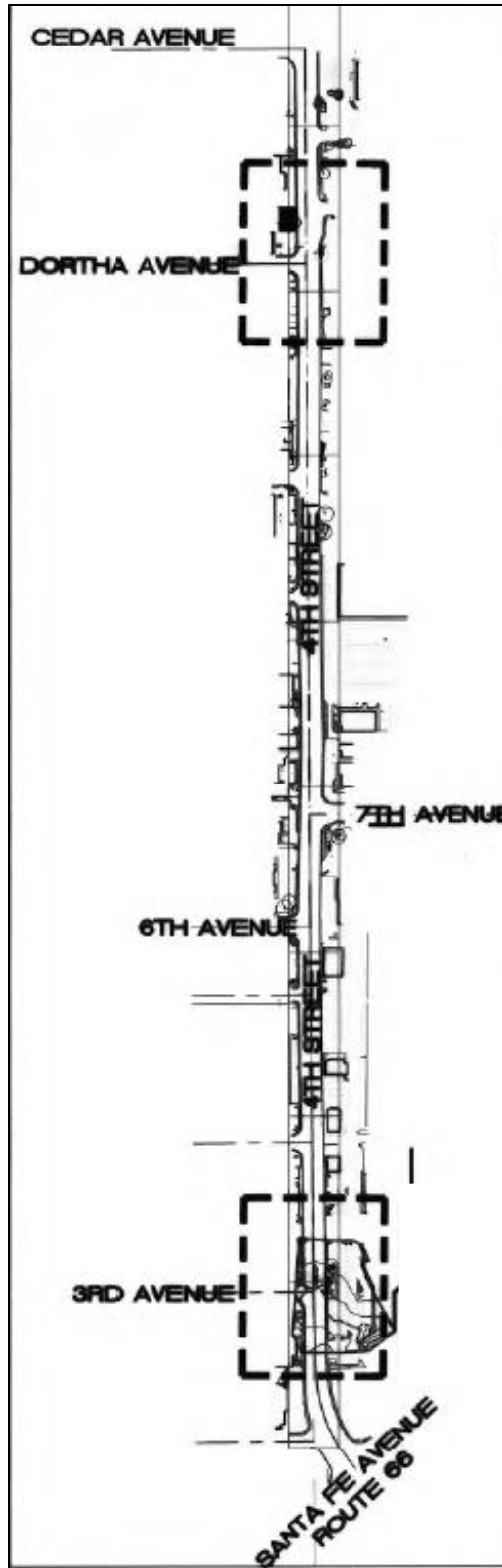
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# Fourth Street Safety Improvements-Phase II









**KEY MAP**  
**FOURTH STREET SAFETY IMPROVEMENTS-Phase II**



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Randy Whitaker, Project Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE:**

**Consideration and Approval of Contract:** Construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00 for the Steves Boulevard/Route 66 FUTS Reconfiguration project.

**STAFF RECOMMENDED ACTION:**

- 1) Approve the construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00, which includes a Contract Allowance of \$5,000.00 and a contract time of 90 calendar days;
- 2) Approve Change Order Authority to the City Manager in the amount of \$5,966.00 (10% of the contract amount, less allowance)
- 3) Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

- The existing ramps and FUTS at the south corners of Steves Boulevard and Route 66 are approximately 5-feet wide. This project will widen the ramps and FUTS to the standard 10-feet for the FUTS.
- There will also be significant landscaping at the corners.
- Project award amount is within the budget for the funding appropriations.
- The project is programmed in the adopted Capital 5-year plan.
- Please see the attached Vicinity and Key maps for project location and specifics.

**Financial Impact:**

The Steves Boulevard/Route 66 FUTS Reconfiguration project is funded in the amount of \$76,185.00 from the FY 2017/18 BBB Funds, Beautification Streetscape budget (Steves Boulevard Corners) in account number 051-07-212-3325-6-4433.

**Policy Impact:**

No Impact

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**Council Goals:**

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE: Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

**Regional Plan:**

Goal T.2: Improve transportation safety and efficient for all modes.

**Team Flagstaff Strategic Plan:**

Strategic Priority #4: Work in partnership to enhance a safe and livable community.

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

None

**Options and Alternatives:**

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2018; or
2. Reject all bids. This action would delay the project. If rejection occurs, possible options Include:
  - a) Re-advertise the project and open new bids; or
  - b) Suspend or cancel the project.

**Background/History:**

The project will widen the FUTS at the south corners of the Steves Boulevard/Route 66 intersection. Also additional landscaping will be placed at the corners. With Council approval of the contract, work is scheduled to begin as soon as weather allows in 2018.

Staff posted the Invitation for Bids (IFB) solicitation for construction on November 2, 2017 on Purchasing's electronic bidding website, and advertised in the newspaper on November 5 and 12, 2017. There were four (4) bids received on the opening date of November 22, 2017 and staff determined that Mountain High Excavating, LLC. is the lowest responsive and responsible bidder.

**Key Considerations:**

Below is a summary of the bids received.

|                                     |              |
|-------------------------------------|--------------|
| • <i>Engineer's Estimate</i>        | \$51,274.00  |
| • Mountain High Excavating, LLC     | \$64,656.00  |
| • Kinney Construction, LLC          | \$105,689.00 |
| • McDonald Bros. Construction, Inc. | \$133,446.80 |
| • Standard Construction Co. Inc.    | \$156,645.00 |

Included in the contract amount will be an allowance of \$5,000.00. The allowance will be used for items of work that are necessary to complete the project that may have been an oversight at the time of the design. The project manager, section head and department head will have the authority to approve the use of the allowance.

The contract allowance is established by the Project Manager and the Design Professional, and is incorporated into the bid schedule as a hard number when the bid is solicited. When contractors submit their bids it is incorporated into their total bid amount. The contract references their total bid amount as the total contract amount. The Recommended Action of this staff summary breaks out the contract allowance amount for informational purposes.

Change Order Authority establishes a dollar amount (10% of the contract amount, less allowance) and

provides the City Manager, on behalf of the Council, authority to amend the contract amount in response to unforeseen costs that are more than the contracted amount and in excess of the contract allowance.

**Expanded Financial Considerations:**

None

**Community Benefits and Considerations:**

Project will improve the flow of pedestrians and bicycles along the FUTS at the intersection.  
The general appearance of the intersection corners will be enhanced with additional landscaping.

**Community Involvement:**

Project was initiated by a request from the public that uses the FUTS trail.

**Expanded Options and Alternatives:**

None

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**Attachments:**    [Construction Contract](#)  
                          [Contract Exhibit A](#)  
                          [Contract Exhibit B](#)  
                          [Contract Exhibit B.2](#)  
                          [Context Map](#)  
                          [Key Map](#)

## CONSTRUCTION CONTRACT #2018-17

### City of Flagstaff, Arizona and Mountain High Excavating, LLC.

This Construction Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Mountain High Excavating, LLC., a limited liability company ("Contractor") with offices at 11160 Margaret Way, Flagstaff, 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 for the **Steves Boulevard/Route 66 FUTS Reconfiguration Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). 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 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 Exhibit A  
 (“Flagstaff Addendum to MAG”)

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 **\$64,656.00** 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 **ninety (90) 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 Owner. The Owner 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 Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

**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:**

Patrick Brown, C.P.M.  
Purchasing Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

**If to Contractor:**

William Bedlion  
Mountain High Excavating  
11160 Margaret Way  
Flagstaff, AZ 86004

**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 "Indemnatee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, 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 Contract 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 Contract 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 Contract, 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.

**31. No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

**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**

**Mountain High Excavating, LLC.**

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Josh Copley, City Manager

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Signature

Attest:

---

Printed Name

---

City Clerk

---

Title

Approved as to form:

---

City Attorney

**CITY OF FLAGSTAFF  
AMENDMENTS  
to  
MAG STANDARD SPECIFICATIONS  
FOR PUBLIC WORKS CONSTRUCTION**

*The*  
**MAG UNIFORM STANDARD SPECIFICATIONS**  
*for*  
**PUBLIC WORKS CONSTRUCTION**  
is hereby amended to include the following:

**PART 100 - GENERAL CONDITIONS**

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

**102.1 ELIGIBILITY AND PREFERENCE:**  
(revise to include the following)

If requested by the City a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**  
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue to or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

**102.2 CONTENTS OF PROPOSAL PAMPHLET:**  
(third paragraph, revise last sentence to read as follows)

In the case of conflict, the following order of precedence shall govern:

- 1. Construction Plans and Addenda
- 2. Special Provisions
- 3. General Provisions and MAG Revisions
- 4. City of Flagstaff Standards and Specifications
- 5. MAG Standards and Specifications
- 6. ADOT Standards and Specifications
- 7. FHWA Manual of Uniform Traffic Control Devices

**102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:**  
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

**102.7 IRREGULAR PROPOSALS:**  
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of

Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

**102.12 DISQUALIFICATION OF BIDDERS:**  
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

**102.13 SUCCESSFUL BIDDERS:**  
(revise paragraph to read as follows)

The City of Flagstaff shall provide only six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

**103.6 CONTRACTOR'S INSURANCE:**

**103.6.1 GENERAL:**  
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

### **Required Coverage**

#### **A. Commercial General Liability**

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

#### **B. Owners and Contractor's Protective Liability**

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an



occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

### **C. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **D. Worker's Compensation**

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

### **E. Builder's Risk (Property) Insurance (As Required)**

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

### **Certificates of Insurance**

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

### **Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

## **SECTION 104 - SCOPE OF WORK**

### **104.1.3      WATER SUPPLY:** (revise to include the following)

The Contractor is advised that the use of fire hydrants as a source of construction water is not guaranteed and is subject to the restrictions, terms and conditions of the City of Flagstaff Utilities Department. Prior to submitting a bid, the Contractor shall determine such restrictions, terms and conditions and shall incorporate the costs thereof into his or her proposal.

If hydrants are not available as a source of construction water, reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Utilities Department. **Current rates for the reclaimed water shall apply.**

Prior to loading, hauling and applying reclaim water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaim water.

### **104.2            ALTERATION OF THE WORK:**

#### **104.2.3        DUE TO EXTRA WORK:** (revise to include the following)

A Contract Allowance Item is provided for encumbering funds to cover the costs to complete items of work not included in the Contract Documents or items at the discretion of the Project Manager. The amount of the allowance item is determined by the Project Manager and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the Contract. Any extra work, which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for by extension of unit bid prices, negotiated price or on a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will actually be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

**105.2.1 RECORD DRAWING (As-Built Plans)**  
(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record information that is modified from the originally approved sealed plans.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) as-built plans must be submitted to the City for review and acceptance per Engineering Standard Specifications.

Submittal shall be two sets of blue or black line paper sets, copied from the original mylar set. One set will be reviewed by the City and returned with applicable comments. Comments are to be addressed and two paper sets resubmitted for City's final approval. A reference checklist is available from the office of the City Engineer.

Upon City review and approval of the submittal, one set of mylars shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

**SECTION 105 - CONTROL OF WORK**

**105.8 CONSTRUCTION STAKES, LINES AND GRADES:**  
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

**105.10 INSPECTION OF THE WORK**  
(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

**105.11        REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:**  
(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

**105.12        MAINTENANCE DURING CONSTRUCTION:**  
(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

**105.16        MAINTENANCE DURING WINTER SUSPENSION OF WORK**  
(revise to include new subsection as follows)

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 suspension shall be by field order, change order or original contract. City retains the right to declare a winter shutdown. If repairs and/or maintenance are needed during the suspension, 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. 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 the repair of temporary surface improvements due to normal wear and snow removal operations.

## **SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **107.1 LAWS TO BE OBSERVED:** (revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009(A)(2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

### **107.2 PERMITS:** (revise to include the following)

The City of Flagstaff shall issue a no fee permit for work in City right-of-way for this Contract. The City shall work with the Contractor to obtain a permit for work in State of Arizona right-of-way from the Arizona Department of Transportation. The Contractor may not commence work until these permits are issued.

#### **107.2.1 TEMPORARY USE PERMITS:** (revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

**107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:**

(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

**107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:**

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

**107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:**

**107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)**

(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. **The City of Flagstaff will provide testing free of charge.** If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.
- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality <http://www.azdeq.gov/environ/air/asbestos/> 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes.

**If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:**

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions



- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and/or unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

#### **107.8 USE OF EXPLOSIVES:**

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

**107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**

(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

**SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS**

**108.1 NOTICE TO PROCEED:**

(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised

construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

If the Project Manager approves the second submission of the construction schedule and traffic control plan, a notice will be issued specifying the date on which the Contractor may proceed with the work. If it is determined that the construction schedule and/or traffic control plan are not adequate to manage the contract, the Contractor shall be notified in writing. Within three (3) full business days following receipt of the notice, the Contractor shall elect to:

1. Submit a revised final construction schedule and traffic control plan together with a cashier's check or bank draft in the amount of two and one half (2 1/2) percent of the contract price as liquidated damages for the delay time lost to that date; or
2. Do nothing, in which case this contract shall be deemed terminated at the Contractor's election. The Contractor shall then have no right or duty to continue performance and the City shall be released from all liability to the Contractor under this agreement.

In the event the Contractor elects the first alternative, the Project Manager shall approve the final construction schedule and traffic control plan if acceptable, in which case the City shall be entitled to the liquidated damages or shall reject the construction schedule and traffic control plan and return the check or draft. In the latter event, the contract shall be deemed terminated, the liquidated damages provision shall not apply, and the City shall be entitled to recover its actual damages incurred for the Contractor's breach of agreement.

**108.3 CORRESPONDENCE TO THE CONTRACTOR:**  
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) 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.

**108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:**  
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
  - All anticipated subcontractors that will be used during the course of the work;
  - The anticipated number of crews to expedite the progress and ensure prompt completion of the work;
- Definition of a crew;
- personnel (*e.g. operator, laborer*)
  - equipment (*e.g. Cat 325 Excavator, 950 Loader*)
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
  - work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)
- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
  - Specific long lead times for delivery of equipment and materials;
  - Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

**108.5            LIMITATION OF OPERATIONS:**  
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and total compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour  
Inspector II @ \$ 35.00/hour  
Inspector I @ \$30.00/hour  
Lab Tech I @ \$ 25.00/hour  
Vehicle @ \$1.80/hour

**108.7            DETERMINATION AND EXTENSION OF CONTRACT TIME:**  
(revise to include the following)

The contract time, including final clean up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated from established weather patterns. Adverse weather day patterns (identified below) were determined as being equal to or greater than twenty five (25) percent of the historical monthly average as recorded by the National Weather Service at Pulliam Airport.

| Month                | January | February | March | April | May | June |
|----------------------|---------|----------|-------|-------|-----|------|
| Adverse Weather Days | 7       | 7        | 8     | 6     | 4   | 3    |

| Month                | July | August | September | October | November | December |
|----------------------|------|--------|-----------|---------|----------|----------|
| Adverse Weather Days | 12   | 11     | 7         | 5       | 5        | 6        |

Contract time extensions due to adverse weather may be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled workday. Number of days may include time for which job progress has been affected by adverse weather during scheduled working days. The number of days that the scheduled work is actually impacted by adverse weather shall be recorded weekly during the construction period.

For delay of critical work from adverse weather experienced during the prior week's work, the Contractor is required to submit a written claim request for additional contract time no later than the next normally scheduled weekly project meeting,

The City may convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associates with any such contract time extensions.

**108.8 GUARANTEE AND WARRANTEE PROVISIONS:**  
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

**108.10 FORFEITURE AND DEFAULT OF CONTRACT:**  
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

**108.12 AUTHORIZED SIGNATURES:**  
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

**108.13 SUBSTANTIAL COMPLETION:**  
(revise to include new section)

The project is substantially complete and liquidated damages will no longer be assessed when all of the following have occurred:

(A) All original bid items of work have been completed, accepted and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager.

Once substantial completion is granted, the Contractor shall actively work to achieve Final Acceptance of the construction phase of the Contract within 15-calendar days from the Substantial Completion date of that phase. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance.

The Contractor is responsible for maintenance and repairs of any project work until final acceptance, at which time the City will accept the improvements for operation and maintenance.

**108.14 SUSPENSION and TERMINATION:**  
(revise to include new section)

**City's Right to Stop Work**

City may, at its discretion and without cause, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

Contractor 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.

## **Termination for Convenience**

Upon receipt of written notice to Contractor, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay Contractor only the direct value of its completed Work and materials supplied as of the date of termination. Contractor shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

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.

Upon such termination, Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of Contractor under the subcontracts subject to termination.
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 Contractor and in which the City has or may acquire an interest.
6. Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
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 Contractor's failure to perform as required under this Agreement.
3. Contractor 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 Contractor would have sustained a loss on the entire Work had they been completed, Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

Contractor 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.

## **The City's Right to Perform and Terminate for Cause**

If the City provides Contractor 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 Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. 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
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, City may provide written notice to Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice.

If Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period.

If Contractor, 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 Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the 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.

In the event of such termination, Contractor 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, Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor 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 re-procurement and defense of claims arising from Contractor's default.

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 108.14

## **SECTION 109 - MEASUREMENTS AND PAYMENTS**

### **109.1 MEASUREMENT OF QUANTITIES:** (revise to include the following)



It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

## **PART 200 - EARTHWORK**

### **SECTION 201 - CLEARING AND GRUBBING**

#### **201.3 CONSTRUCTION METHODS:**

(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

### **SECTION 205 - ROADWAY EXCAVATION**

### **SECTION 205 – ROADWAY EXCAVATION**

#### **205.1 DESCRIPTION**

(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

#### **205.2 UNSUITABLE MATERIAL:**

(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

## **PART 300 -- STREETS AND RELATED WORK**

### **SECTION 301 - SUB-GRADE PREPARATION**

#### **301.1 DESCRIPTION:**

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

### **SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT**

#### **336.1 DESCRIPTION:**

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

#### **336.2 MATERIALS AND CONSTRUCTION METHODS:**

##### **336.2.1 PAVEMENT WIDENING OR EXTENSIONS:**

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

## **PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL**

### **SECTION 401 - TRAFFIC CONTROL**

#### **401.5 GENERAL TRAFFIC REGULATIONS:**

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

The Traffic Engineering Department will reinstall all traffic signs.

#### **401.7 PAYMENT:**

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

### **SECTION 425 TOPSOIL**

#### **425.2 MATERIALS:**

(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

**425.4 MEASUREMENT:**  
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

**425.5 PAYMENT:**  
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**SECTION 431 – EROSION CONTROL**  
(revise to include new section as follows)

**431.1 DESCRIPTION**

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

**432.1 NATIVE SEEDING**

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall

run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

|                 |   |             |
|-----------------|---|-------------|
| Annual ryegrass | ( <i>Lolium multiflorum</i> )                     | 30 lbs/acre |
| Oats            | ( <i>Avena sativa</i> )                           | 60 lbs/acre |
| Regreen©        | ( <i>Triticum aestivum x Elytrigia elongata</i> ) | 30 lbs/acre |

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

#### **440.10. (D) SEQUENCING** (add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

### **PART 600 - WATER AND SEWER**

#### **SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION**

##### **601.2 EXCAVATION:**

**601.2.1           GENERAL:**  
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. Excavation shall be as shown on the plans and in the specifications. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

**Trench Rock Excavation**

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe,  $\geq 195$  horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

**PART 700 - MATERIALS**

**SECTION 710 - ASPHALT CONCRETE**

**710.1           GENERAL:**  
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

**End of Document**

Special Provisions  
6-30-17  
Exhibit B

Due to the planting season ending September 30, as indicated in the Landscape General Notes located on Sheet C1.1 of the drawings, it is anticipated this project will have three phases. Phase I (one) will be the reconfiguration of the FUTS trail and ramps, Phase II (two) will be a winter shut down and Phase III (three) will be planting of the landscape in the spring of 2018.



BEING A PORTION OF THE NORTHEAST QUARTER OF  
SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE  
GILA & SALT RIVER BASE & MERIDIAN,  
CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA

Drawing No. \_\_\_\_\_  
Sheet 1 of 9  
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ADOT GENERAL NOTES

1. ALL WORK TO BE PERFORMED WITHIN ADOT RIGHT-OF-WAY SHALL CONFORM WITH CURRENT ADOT ROADSIDE DESIGN STANDARDS, CONSTRUCTION DETAILS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ADOT STNADARD, MANUALS, AND DETAILS MAY BE FOUND AT WWW.AZDOT.GOV.

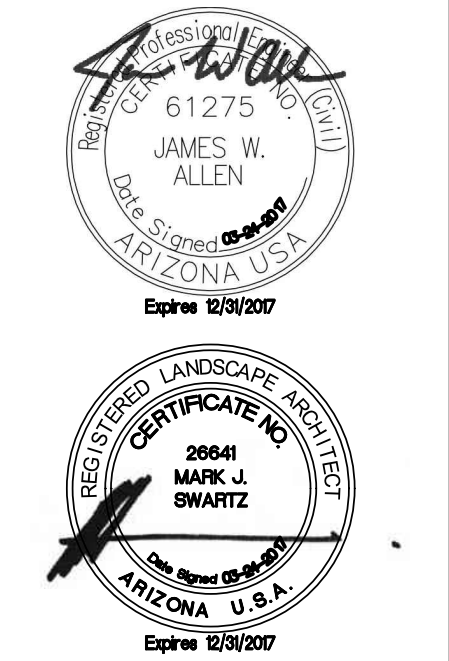
ADOT STANDARD DRAWINGS - C SERIES (5/12)

| DRAWING NO.  | TITLE  |
|--|--|
| C-01.10<br>C-01.30   | SYMBOL LEGEND (4 SHEETS)<br>GENERAL ABBREVIATIONS (3 SHEETS)   |
| C-02.10<br>C-02.20<br>C-02.30  | SLOPES, RURAL DIVIDED HIGHWAYS<br>SLOPES, RURAL UNDIVIDED AND FRINGE-URBAN HIGHWAYS<br>SLOPES, MISCELLANEOUS ROADWAYS  |
| C-03.10  | DITCHES, CHANNELS, DIKES AND BERMS (5 SHEETS)  |
| C-04.10<br>C-04.20<br>C-04.30<br>C-04.40<br>C-04.50  | SPILLWAY, EMBANKMENT (2 SHEETS)<br>DOWNDRAIN, EMBANKMENT (2 SHEETS)<br>SPILLWAY LENGTH TABLE<br>DOWNDRAIN LENGTH TABLE<br>DOWNDRAIN ENERGY DISSIPATOR  |
| C-05.10<br>C-05.12<br>C-05.20<br>C-05.30<br>C-05.40<br>C-05.50   | CURB & GUTTER, CURB, AND GUTTER<br>CURB & GUTTER TRANSITIONS (3 SHEETS)<br>CONCRETE DRIVEWAYS & SIDEWALKS (2 SHEETS)<br>SIDEWALK RAMP (7 SHEETS)<br>MEDIAN PAVING AND NOSE TAPER<br>CONCRETE BUS BAY   |
| C-06.10  | DRIVEWAY & TURNOUT LAYOUTS (2 SHEETS)  |
| C-07.01<br>C-07.02<br>C-07.03<br>C-07.04<br>C-07.06  | PCCP JOINTS (2 SHEETS)<br>LOAD TRANSFER DOWEL ASSEMBLY<br>PCCP JOINT LOCATIONS, MAINLINE (8 SHEETS)<br>PCCP JOINT LOCATIONS, RAMPS & CROSSROADS (5 SHEETS)<br>TRENCH BACKFILL AND PAVEMENT REPLACEMENT   |
| C-08.20  | PAVED GORE AREA  |
| C-10.00<br>C-10.01<br>C-10.02<br>C-10.03<br>C-10.04<br>C-10.05<br>C-10.06<br>C-10.07<br>C-10.08<br>C-10.20<br>C-10.30<br>C-10.40<br>C-10.41<br>C-10.42<br>C-10.50<br>C-10.51<br>C-10.52<br>C-10.53<br>C-10.54<br>C-10.55<br>C-10.70<br>C-10.71<br>C-10.72<br>C-10.73<br>C-10.74<br>C-10.75<br>C-10.76<br>C-10.77 | GUARDRAIL MEASUREMENT LIMITS<br>GUARDRAIL INSTALLATION, TYPE A AND REFLECTOR TAB<br>GUARDRAIL INSTALLATION, TYPE B AND REFLECTOR TAB<br>W-BEAM GUARDRAIL, G4(1W) AND G4(2W), BLOCKED-OUT TIMBER POST<br>W-BEAM GUARDRAIL, G4(1S), BLOCKED-OUT STEEL POST<br>W-BEAM GUARDRAIL, G4(MODIFIED), WITH FREEWAY CURB & GUTTER (2 SHEETS)<br>W-BEAM GUARDRAIL, NESTED (2 SHEETS)<br>W-BEAM GUARDRAIL, BOLTED ANCHOR (2 SHEETS)<br>W-BEAM GUARDRAIL, END ANCHOR<br>THRIE-BEAM GUARDRAIL, G9, BLOCKED-OUT STEEL POST<br>GUARDRAIL TRANSITION, W-BEAM TO CONCRETE HALF BARRIER, 32" TYPE 'F'<br>CONCRETE MEDIAN BARRIER, 32" TYPE 'F', CAST-IN-PLACE<br>CONCRETE MEDIAN BARRIER, 42" TYPE 'F', CAST-IN-PLACE<br>GLARE SCREEN, CONCRETE MEDIAN BARRIER (3 SHEETS)<br>CONCRETE HALF BARRIER, 32" TYPE 'F' (2 SHEETS)<br>CONCRETE HALF BARRIER, 32" TYPE 'F', WITH SIDEWALK<br>CONCRETE HALF BARRIER, 32" TYPE 'F', WITH GUTTER<br>CONCRETE HALF BARRIER, 42" TYPE 'F', WITH GUTTER<br>CONCRETE HALF BARRIER, 32" TYPE 'F' AT PIERS (3 SHEETS)<br>CONCRETE HALF BARRIER, 42" TYPE 'F' AT PIERS (3 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION TO VERTICAL, 32" TYPE 'F' WITH CAISSONS (3 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION TO VERTICAL, 32" TYPE 'F' WITH CURB & GUTTER (2 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION TO VERTICAL, 42" TO 32" TYPE 'F' WITH CAISSONS (3 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION TO VERTICAL, 42" TO 32" TYPE 'F' WITH GUTTER (2 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION, 42" TO 32" TYPE 'F'<br>CONCRETE HALF-BARRIER TRANSITION, TYPE 'F' TANGENT DEPARTURE (2 SHEETS)<br>CONCRETE HALF-BARRIER TRANSITION, TYPE 'F' AT RADIUS, 32" TO 0"<br>CONCRETE HALF-BARRIER TRANSITION, END TERMINAL, CURB AND GUTTER |
| C-11.10<br>C-11.20   | ROADWAY CATTLE GUARD (4 SHEETS)<br>CATTLE GUARD, DRAINAGE  |
| C-12.10<br>C-12.20<br>C-12.30  | FENCE, WOVEN AND BARBED WIRE WITH GATES (5 SHEETS)<br>FENCE, CHAIN LINK TYPES 1 AND 2 WITH GATES (3 SHEETS)<br>FENCE, CHAIN LINK CABLE BARRIER (3 SHEETS)  |
| C-13.10<br>C-13.15<br>C-13.20<br>C-13.25<br>C-13.30<br>C-13.55<br>C-13.60<br>C-13.65<br>C-13.70<br>C-13.75<br>C-13.76<br>C-13.80   | PIPE CULVERT INSTALLATION (2 SHEETS)<br>TYPICAL PIPE INSTALLATION<br>PIPE, REINFORCED CONCRETE END SECTION<br>PIPE, CORRUGATED METAL END SECTION<br>PIPE AND PIPE ARCH, CORRUGATED METAL CONCRETE INVERT PAVING<br>PIPE, CATTLE-VEHICLE PASS, MITERED END TREATMENT<br>SLOTTED DRAIN DETAILS<br>SLOTTED DRAIN, INSTALLATION DETAILS<br>STORM DRAIN, CONNECTION DETAILS<br>STORM DRAIN, OUTLET BARRIER GATE<br>STORM DRAIN OUTLET AND STORM DRAIN PLUG<br>PIPE COLLAR DETAILS   |
| C-15.10<br>C-15.20<br>C-15.30<br>C-15.40<br>C-15.50<br>C-15.70<br>C-15.75<br>C-15.80<br>C-15.81<br>C-15.90<br>C-15.91<br>C-15.92   | CATCH BASIN, TYPE 1<br>CATCH BASIN, TYPE 3 (3 SHEETS)<br>CATCH BASIN, TYPE 4<br>CATCH BASIN, TYPE 5 (2 SHEETS)<br>CATCH BASIN, FRAME AND GRATE<br>CATCH BASIN, MISCELLANEOUS DETAILS (2 SHEETS)<br>CATCH BASIN, DROP INLET<br>CATCH BASIN, FLUSH<br>CATCH BASIN, SIDE SLOPE<br>CATCH BASIN, MEDIAN DIKE (PRECAST)<br>FREEWAY CATCH BASIN DETAILS (2 SHEETS)<br>CATCH BASIN WITH TYPE 'F' CONCRETE HALF BARRIER (2 SHEETS)  |
| C-16.40  | IRRIGATION SLEEVES   |
| C-17.10<br>C-17.15<br>C-17.20  | RAIL BANK PROTECTION FOR DRAINAGEWAYS, TYPES 1, 2 & 3<br>RAIL BANK PROTECTION AT ABUTMENTS, TYPES 4, 5 & 6<br>RAIL BANK PROTECTION FOR DRAINAGEWAYS, TYPES 7, 8 & 9  |
| C-18.10  | MANHOLES (3 SHEETS)  |
| C-19.10  | FORD, CONCRETE WALLS (2 SHEETS)  |
| C-21.10<br>C-21.20   | SURVEY MONUMENT FRAME AND COVER<br>SURVEY MARKER   |

OTAK GENERAL NOTES

1. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THESE PLANS AND THE REQUIREMENTS IDENTIFIED BY ACCOMPANYING MUNICIPAL OR COUNTY GENERAL NOTES, THESE PLANS SHALL PREVAIL. SUCH DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BLUE STAKE (TELEPHONE 1-800-782-5348) TO ENSURE ALL UTILITIES ARE PROPERLY MARKED PRIOR TO DIGGING.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES AND EXISTING DRAINAGE FEATURES WITHOUT INTERRUPTION THROUGHOUT THIS CONTRACT.
4. ELEVATIONS SHOWN ON PLAN ARE TO FINISHED GRADE, UNLESS OTHERWISE NOTED OR SPECIFIED.
5. THE CONTRACTOR SHALL VERIFY ALL BENCH MARK ELEVATIONS BEFORE USING THEM FOR CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL VALVES, MANHOLES AND BLOW-OFFS IN ADVANCE OF CONSTRUCTION AND RESETTING ALL TO FINISHED GRADE PRIOR TO COMPLETION OF PAVING AND RELATED CONSTRUCTION.
7. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ADOT STANDARD SPECIFICATIONS. ALL WORK DONE IN ADOT ROGHT-OF-WAY SHALL BE PERFORMED AS ADOT STANDARDS.
8. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL GREATE, NOR SHALL BE CONSTRUED TO CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE LANDSCAPE ARCHITECT AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
9. THE CIVIL ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
10. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE DRAWINGS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE DRAWINGS, YET WE ASSUME NO RESPONSIBILITY AS TO THE ACCURACY OF THEIR DEPICTED LOCATION WITHIN THESE DRAWINGS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN, AND ALL OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR EXISTENCE AND LOCATION IN THE FIELD PRIOR TO THE INITIATION OF WORK ATTRIBUTED TO THEIR LOCATION.
11. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION FRAGTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE LANDSCAPE ARCHITECT TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OR ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
12. THIS PLAN IS NOT INTENDED TO BE A COMPREHENSIVE DEMOLITION PLAN. CERTAIN ITEMS MAY EXIST ON THE PROJECT SITE, INCLUDING CURBING, ASPHALT, TREES, CONCRETE, ETC., WHICH REQUIRE REMOVAL AND ARE NOT DEPICTED ON THESE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM A FIELD INSPECTION, REVIEW THE TOPOGRAPHIC SURVEY, AND DETERMINE THE EXTENT OF REMOVALS REQUIRED AND PREPARE THEIR BID ACCORDINGLY.
13. ALL PROPOSED GRADES AS SHOWN ON THESE PLANS ARE FINISHED GRADES. THE CONTRACTOR SHALL DIRECT THE SURVEY STAKING CREW TO STAKE LANDSCAPE AREAS TO BE OVERCUT AS DEEMED APPROPRIATE SO THAT THE FINISHED GRADES WILL MATCH THOSE GRADES AS SHOWN ON THE PLANS AFTER COMPLETION OF THE LANDSCAPING, SPECIAL CARE SHALL BE EXERCISED TO ENSURE PROPER FINISHED GRADES IN THE RETENTION AREAS AND DRAINAGE SNALES.
14. ALL DISCREPANCIES FOUND BY THE CONTRACTOR OR SURVEY CREW BETWEEN THE PLANS AND THE EXISTING FIELD CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

|                                   |    |            |       |
|-----------------------------------|----|------------|-------|
| DESCRIPTION                       | BY | DATE       | DELTA |
| ADOT & C.o.F. 1st REVIEW COMMENTS | CH | 01-10-2017 | A     |



NOT FOR CONSTRUCTION  
UNTIL REVIEWED & APPROVED  
BY CITY OF FLAGSTAFF

STEVE'S BOULEVARD  
INTERSECTION WITH ROUTE 66 / HWY 89  
PHOENIX, AZ 85016  
GENERAL NOTES



LANDSCAPE ARCHITECTURE  
PLANNING & URBAN DESIGN

51 WEST THIRD STREET  
TEMPE, AZ 85281  
PHONE: (480) 557-6670  
FAX: (480) 557-6505

Call at least two full working days  
before you begin excavation.

**ARIZONA 811**

Arizona Blue Stakes, Inc.

Dial 8-1-1 or 1-800-STAKE-11 (782-5348)  
In Maricopa County: (602) 263-1100


100% SUBMITTAL  
COF Project No. 03-17009

C 1.2



UTILITY ACKNOWLEDGEMENT LETTERS

ARIZONA PUBLIC SERVICE CO (APS)



51 w third street, suite 201 • tempe, arizona 85281  
(480) 557-6670 • fax (480) 557-6506  
www.otak.com

February 13, 2017

Mr. Ryan Wiesner  
Arizona Public Service  
Flagstaff, Arizona

**Re: Steve's Boulevard – Intersection with Route 66 / Hwy 89  
Utility Company Service Conflict Review Verification**

Dear Mr. Wiesner:

We are sending the attached Steve's Boulevard – Intersection with Route 66 / Highway 89 plans for your review and comment. Please fill in the appropriate information below and return via fax or email.

☐ We have reviewed the Plans and have no conflicts or changes requested.  
☒ We have reviewed the Plans and have the following comments (redlines may be attached)  
Comments: See attached


Signed: [Signature]  
Printed name: Ryan Wiesner  
Title: Customer Project Manager  
Date: 2/15/17

Sincerely,

**Otak, Incorporated**

[Signature]

Mark Swartz, PLA  
Associate Vice President, Senior Landscape Architect & Planner



Date: 2/15/2017

**To: Mark Swartz**

**Regarding:  
Steve's Blvd. and Route 66**

Dear Mr. Swartz,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.


Thank you for your time and patience,

**aps**

**Ryan Wiesner**  
Customer Project Manager Associate,  
Flagstaff Construction  
2200 E. Huntington Dr. Flagstaff, AZ 86004  
928-773-6447  
**Rvan.Wiesner@APS.com**

\* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

CENTURYLINK COMMUNICATIONS



51 w third street, suite 201 • tempe, arizona 85281  
(480) 557-6670 • fax (480) 557-6506  
www.otak.com

Mareh 15, 2017

Mr. Manuel Hernandez  
CenturyLink  
Flagstaff, AZ

**Re: Steve's Boulevard – Intersection with Route 66 / Hwy 89  
Utility Company Service Conflict Review Verification**

Dear Mr. Hernandez:

We are sending the attached Steve's Boulevard – Intersection with Route 66 / Highway 89 plans for your review and comment. Please fill in the appropriate information below and return via fax or email.

☒ We have reviewed the Plans and have no conflicts or changes requested.  
☐ We have reviewed the Plans and have the following comments (redlines may be attached)  
Comments: No apparent conflicts.


Signed: [Signature]  
Printed name: Manuel Hernandez  
Title: Engineer  
Date: 3/15/2017

Sincerely,

**Otak, Incorporated**

[Signature]

Mark Swartz, PLA  
Associate Vice President, Senior Landscape Architect & Planner



Date: 2/15/2017

**To: Mark Swartz**

**Regarding:  
Steve's Blvd. and Route 66**

Dear Mr. Swartz,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

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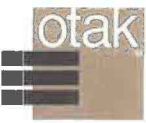
Thank you for your time and patience,

**aps**

**Ryan Wiesner**  
Customer Project Manager Associate,  
Flagstaff Construction  
2200 E. Huntington Dr. Flagstaff, AZ 86004  
928-773-6447  
**Rvan.Wiesner@APS.com**

\* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

UNISOURCE GAS



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(480) 557-6670 • fax (480) 557-6506  
www.otak.com

February 13, 2017

Mr. Jim Davis  
City Water & Sewer  
City of Flagstaff  
Flagstaff, Arizona

**Re: Steve's Boulevard – Intersection with Route 66 / Hwy 89  
Utility Company Service Conflict Review Verification**

Dear Mr. Davis:

We are sending the attached Steve's Boulevard – Intersection with Route 66 / Highway 89 plans for your review and comment. Please fill in the appropriate information below and return via fax or email.

☒ We have reviewed the Plans and have no conflicts or changes requested.  
☐ We have reviewed the Plans and have the following comments (redlines may be attached)  
Comments: \_\_\_\_\_


Signed: [Signature]  
Printed name: James W. Davis  
Title: Utilities Plan Reviewer  
Date: 2/23/17

Sincerely,

**Otak, Incorporated**

[Signature]

Mark Swartz, PLA  
Associate Vice President, Senior Landscape Architect & Planner



Date: 2/15/2017

**To: Mark Swartz**

**Regarding:  
Steve's Blvd. and Route 66**

Dear Mr. Swartz,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.


Thank you for your time and patience,

**aps**

**Ryan Wiesner**  
Customer Project Manager Associate,  
Flagstaff Construction  
2200 E. Huntington Dr. Flagstaff, AZ 86004  
928-773-6447  
**Rvan.Wiesner@APS.com**

\* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

SUDDENLINK COMMUNICATIONS



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www.otak.com

February 13, 2017

Mr. Sanford Yazzie  
Suddenlink Communications  
Flagstaff, Arizona

**Re: Steve's Boulevard – Intersection with Route 66 / Hwy 89  
Utility Company Service Conflict Review Verification**

Dear Mr. Yazzie:

We are sending the attached Steve's Boulevard – Intersection with Route 66 / Highway 89 plans for your review and comment. Please fill in the appropriate information below and return via fax or email.

☒ We have reviewed the Plans and have no conflicts or changes requested.  
☐ We have reviewed the Plans and have the following comments (redlines may be attached)  
Comments: \_\_\_\_\_


Signed: [Signature]  
Printed name: Sanford Yazzie  
Title: Upgrade Construction Supervisor  
Date: 02-13-2017

Sincerely,

**Otak, Incorporated**

[Signature]

Mark Swartz, PLA  
Associate Vice President, Senior Landscape Architect & Planner



Date: 2/15/2017

**To: Mark Swartz**

**Regarding:  
Steve's Blvd. and Route 66**

Dear Mr. Swartz,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.


Thank you for your time and patience,

**aps**

**Ryan Wiesner**  
Customer Project Manager Associate,  
Flagstaff Construction  
2200 E. Huntington Dr. Flagstaff, AZ 86004  
928-773-6447  
**Rvan.Wiesner@APS.com**

\* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

CITY WATER AND SEWER



51 w third street, suite 201 • tempe, arizona 85281  
(480) 557-6670 • fax (480) 557-6506  
www.otak.com

February 13, 2017

Mr. Martin Conboy  
Gas Engineering Supervisor  
UniSource Energy Services  
Flagstaff, Arizona

**Re: Steve's Boulevard – Intersection with Route 66 / Hwy 89  
Utility Company Service Conflict Review Verification**

Dear Mr. Conboy:

We are sending the attached Steve's Boulevard – Intersection with Route 66 / Highway 89 plans for your review and comment. Please fill in the appropriate information below and return via fax or email.

☒ We have reviewed the Plans and have no conflicts or changes requested.  
☐ We have reviewed the Plans and have the following comments (redlines may be attached)  
Comments: \_\_\_\_\_


Signed: [Signature]  
Printed name: Martin Conboy  
Title: Gas Engineering Supervisor  
Date: March 14, 2017

Sincerely,

**Otak, Incorporated**

[Signature]

Mark Swartz, PLA  
Associate Vice President, Senior Landscape Architect & Planner



Date: 2/15/2017

**To: Mark Swartz**

**Regarding:  
Steve's Blvd. and Route 66**

Dear Mr. Swartz,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.


Thank you for your time and patience,

**aps**

**Ryan Wiesner**  
Customer Project Manager Associate,  
Flagstaff Construction  
2200 E. Huntington Dr. Flagstaff, AZ 86004  
928-773-6447  
**Rvan.Wiesner@APS.com**

\* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

STEVE'S BOULEVARD  
INTERSECTION WITH ROUTE 66 / HWY 89  
PHOENIX, AZ 85016  
GENERAL NOTES



LANDSCAPE ARCHITECTURE  
PLANNING & URBAN DESIGN

51 WEST THIRD STREET  
TEMPE, AZ 85281  
PHONE: (480) 557-6670  
FAX: (480) 557-6506

Call at least two full working days  
before you begin excavation.  
**ARIZONA 811**  
Arizona Blue Stake, Inc.  
Dial 8-1-1 or 1-800-STAKE-11 (782-3348)  
In Maricopa County: (602) 263-1100

100% SUBMITTAL  
COF Project No. 03-17009

**C 1.3**

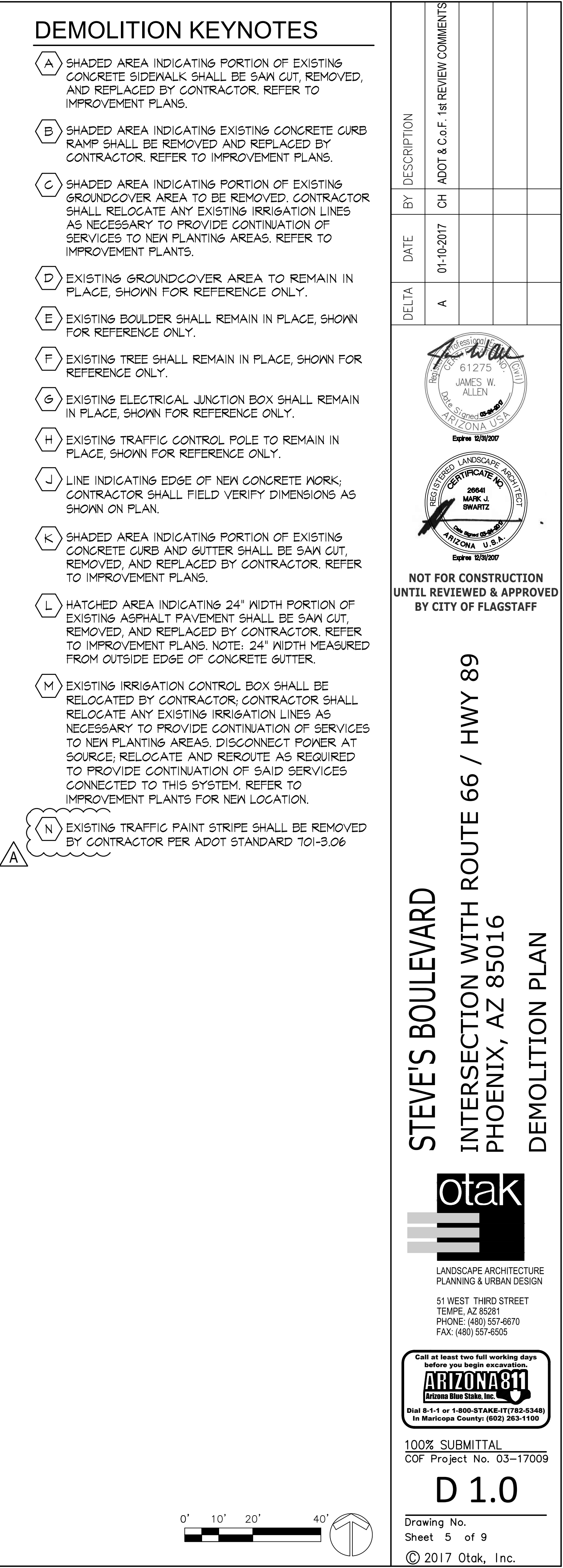
Drawing No.  
Sheet 4 of 9  
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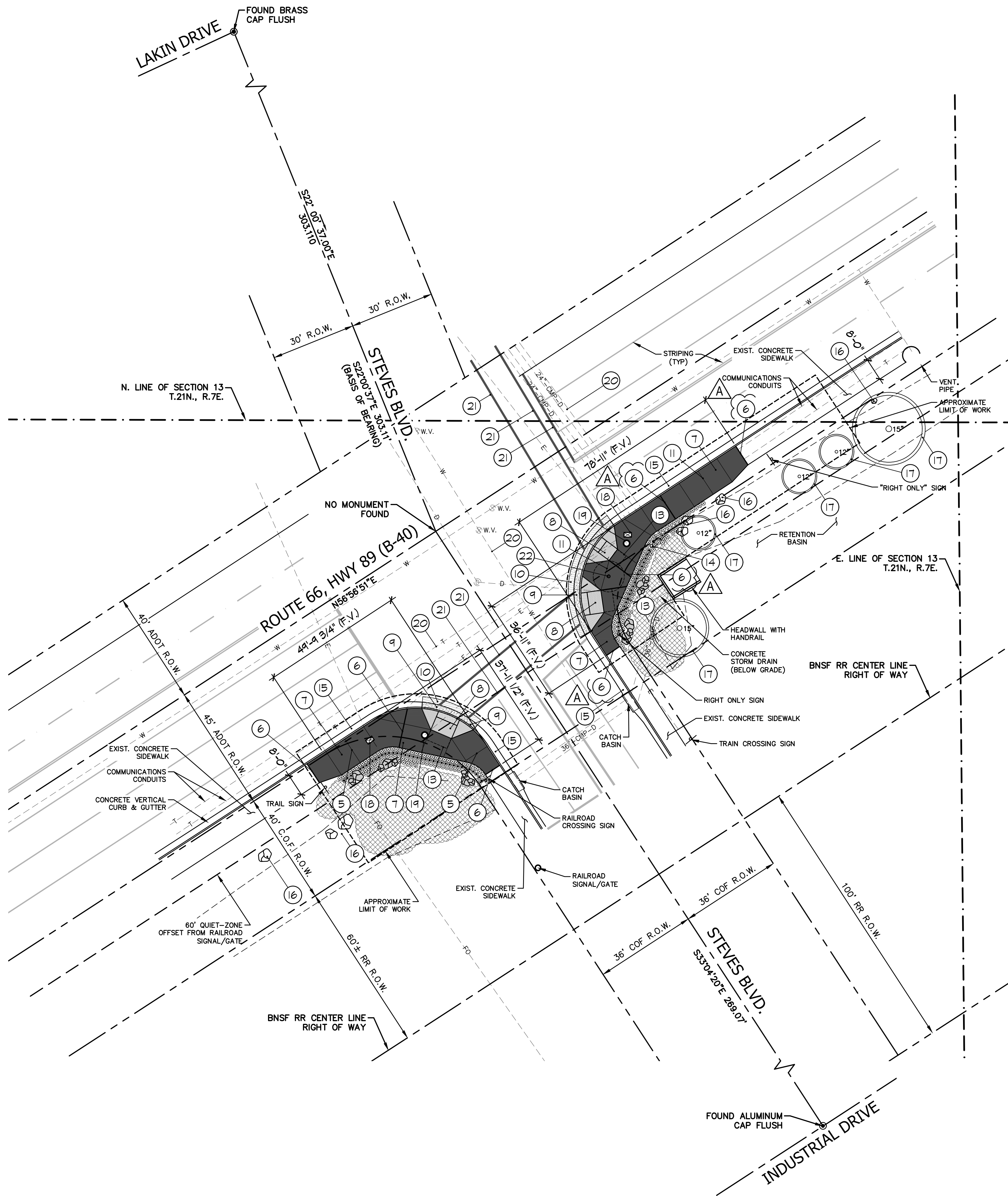
| DELTA | DATE       | BY | DESCRIPTION                        |
|-------|------------|----|------------------------------------|
| A     | 01-10-2017 | CH | ADOT & C of F. 1st REVIEW COMMENTS |

NOT FOR CONSTRUCTION  
UNTIL REVIEWED & APPROVED  
BY CITY OF FLAGSTAFF

Plotted: Mar 24, 2017 - 8:46am ch04h T:\Project\17800\17817\CADD\KOD\DWG\1817\_C\_100.dwg Layout Name: C 1.3





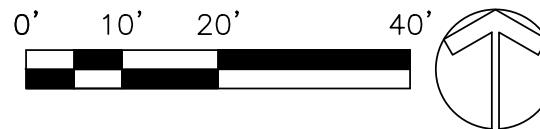


PLANTING LEGEND

| SYMBOL  | EXISTING TREES   | SIZE                   | QTY        |
|---|--|------------------------|------------|
|   | EXISTING TREE SHOWN FOR REFERENCE  | AS SHOWN               | -          |
| EXISTING GROUNDCOVER  |  |                        |            |
|   | EXISTING GROUNDCOVER SHOWN FOR REFERENCE   | AS SHOWN               | -          |
| NEW GROUNDCOVER   |  |                        |            |
|   | Ajuga reptans 'Bronze Beauty'  | 1 GAL.                 | 152        |
|   | CARPET BUGLE   | 18" O.C.               |            |
|   | Aurinia saxatilis  | 1 GAL.                 | 68         |
|   | BASKET OF GOLD ALYSSUM   | 18" O.C.               |            |
| NOTE: CONTRACTOR SHALL INSTALL NEW PLANT MATERIAL PER CITY OF FLAGSTAFF DESIGN STANDARDS, SECTION 18-03-050 |  |                        |            |
| INERT LANDSCAPE MATERIAL  |  |                        |            |
|   | INERT GROUND MATERIAL; TYPE AND COLOR TO MATCH EXISTING  | SIZE TO MATCH EXIST.   | 500 SQ.FT. |
|   | NEW LARGE BOULDER; COLOR TO MATCH EXISTING. INSTALL PER CITY OF FLAGSTAFF DESIGN STANDARDS, SECTION 13-18-004-0007 | 3'-0" DIA. 24" H. MAX. | 6          |
|   | NEW SMALL BOULDER; COLOR TO MATCH EXISTING. INSTALL PER CITY OF FLAGSTAFF DESIGN STANDARDS, SECTION 13-18-004-0007 | 1'-6" DIA. 24" H. MAX. | 8          |

CONSTRUCTION KEYNOTES

- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- LINE INDICATING SAW-CUT CONTROL JOINT PER ADOT STANDARD C-07.01; 8'-0" O.C. TYP. REFER TO SHEET LL 1.0.
- LINE INDICATING EXPANSION JOINT PER CITY OF FLAGSTAFF STANDARD DETAIL 14-01-010; DOWELED AND SEALED WITH 'GREENSTREAK 6 SEAL'. EXPANSION JOINTS SHALL BE 32'-0" O.C. TYP. REFER TO SHEET LL 1.0 AND DETAIL 1, SHEET HD 1.0. FLAGSTAFF DETAIL UTILIZED OVER ADOT DETAIL TO PROVIDE SMOOTHER TRANSITION FOR CYCLISTS.
- HATCHED AREA INDICATING NEW 6" THICK CONCRETE SIDEWALK PER ADOT STANDARD DETAIL C-05.20; PROVIDE SMOOTH TRANSITION BETWEEN EXISTING SIDEWALK AND NEW CONCRETE WORK; REFER TO SHEET LL 1.0 FOR DIMENSIONS.
- NEW CONCRETE CURB RAMP 'TYPE B' PER ADOT STANDARD DETAIL C-05.30 (SIMILAR). REFER TO SHEET LL 1.0 FOR DIMENSIONS. DETECTABLE WARNING PLATE: CAST IRON WET SET (CAST-IN-PLACE) BY TUFTILE (GRAY COLOR) PER ADOT APPROVED PRODUCTS LIST.
- HATCHED AREA INDICATING NEW CONCRETE CURB AND GUTTER PER ADOT STANDARD DETAIL C-05.10; CURB & GUTTER TYPE G; PROVIDE SMOOTH TRANSITION BETWEEN EXISTING AND NEW CONCRETE WORK. CONTRACTOR SHALL VERIFY AND MATCH EXISTING CURB HEIGHT IN-FIELD. REFER TO SHEET LL 1.0 FOR DIMENSIONS.
- HATCHED AREA INDICATING NEW ASPHALT PAVING PER ADOT STANDARDS AND SPECIFICATIONS SECTION 404 'ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)'; 3/4" MIX. 9" A.B.C., CLASS 2, MIX DESIGN AND COMPACTION TO BE IN ACCORDANCE WITH CURRENT STANDARD ADOT SPECIFICATIONS. CONTRACTOR TO VERIFY. PROVIDE SMOOTH TRANSITION BETWEEN EXISTING AND NEW PAVEMENT WORK. NOTE: CONTRACTOR SHALL REPLACE WHITE ROADWAY STRIPING PER ADOT SPECS TO MATCH EXISTING STRIPING; REFER TO NOTE 21 BELOW AND SHEET LP 1.0.
- LINE INDICATING CONTROL JOINT PER ADOT STANDARD DETAIL C-07.01; 8'-0" O.C. TYP. REFER TO LAYOUT PLAN.
- NOT USED.
- DASHED LINE INDICATING 48" DEEP X RAMP WIDTH CLEAR ADA LANDING SPACE (TYP.)
- RELOCATED IRRIGATION CONTROLLER, REFER TO DEMOLITION PLAN.
- EXISTING CONCRETE CURB AND GUTTER SHALL REMAIN IN PLACE, SHOWN FOR REFERENCE ONLY.
- EXISTING BOULDER SHALL REMAIN IN PLACE, SHOWN FOR REFERENCE ONLY.
- EXISTING TREE SHALL REMAIN IN PLACE, SHOWN FOR REFERENCE ONLY.
- EXISTING ELECTRICAL JUNCTION BOX SHALL REMAIN IN PLACE; CONTRACTOR SHALL PROVIDE EXPANSION JOINT AROUND EDGE OF JUNCTION BOX ADJACENT TO NEW CONCRETE WORK.
- EXISTING TRAFFIC CONTROL POLE TO REMAIN IN PLACE; CONTRACTOR SHALL PROVIDE EXPANSION JOINT AROUND EDGE OF POLE ADJACENT TO NEW CONCRETE WORK.
- DASHED LINE INDICATING UNDERGROUND UTILITIES, SHOWN FOR REFERENCE ONLY (TYP). CONTRACTOR SHALL VERIFY AND ENSURE UTILITIES ARE NOT IN CONFLICT WITH PROPOSED WORK. REFER TO UTILITY CONFLICT NOTES, SHEET C 1.0.
- NEW TRAFFIC STRIPE PER ADOT STANDARDS AND SPECIFICATIONS SECTION 704 'THERMOPLASTIC PAVEMENT MARKINGS'; WHITE 10" W. NOTE: ALIGN AND CENTER CROSSWALK WITH ADJACENT CURB RAMPS.
- NEW PEDESTRIAN CROSSWALK PUSH BUTTON POLE PER ADOT STANDARD T.S. 4-22. BUTTON HEIGHT 48" MAX. ABOVE FINISH GRADE. CONTRACTOR SHALL PROVIDE 5'x5' CLEAR LANDING SPACE IN FRONT OF EACH BUTTON, 2% MAX CROSS SLOPE. NOTE: BUTTON POLE SHALL NOT BE MORE THAN 5'-0" BEYOND THE OUTSIDE CROSSWALK LINE EXTENDED.



STEVE'S BOULEVARD  
INTERSECTION WITH ROUTE 66 / HWY 89  
PHOENIX, AZ 85016  
IMPROVEMENT PLAN



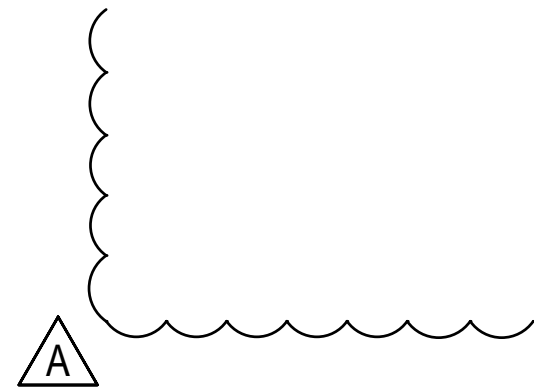
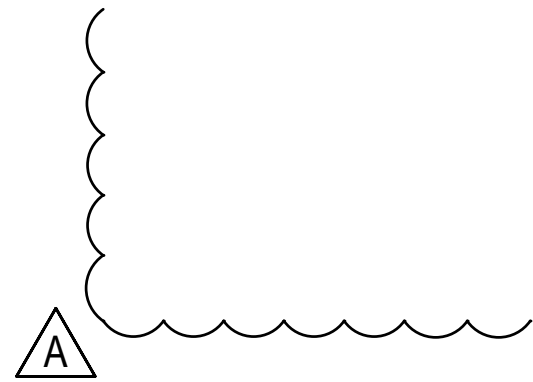
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COF Project No. 03-17009

LP 1.0

Drawing No.  
Sheet 6 of 9  
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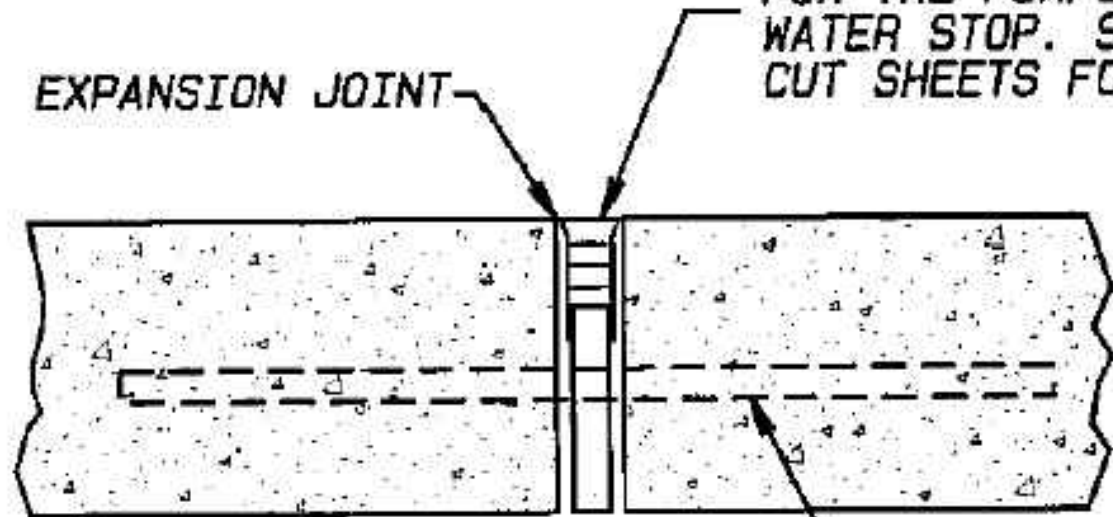




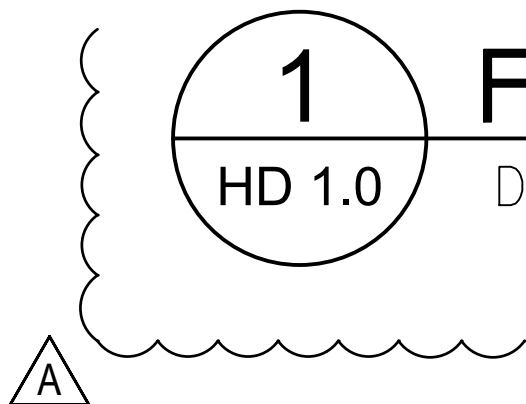


FLEXIBLE, MODIFIED PVC JOINT SEAL FLUSH WITH ADJACENT CONCRETE IN CONJUNCTION WITH 1/2" BITUMINOUS PREFORMED EXPANSION JOINT BOARD, ASTM D-1751. THE JOINT SEAL SHALL HAVE A MINIMUM OF TWO FINS ON LEGS THAT EMBED INTO THE ADJACENT CONCRETE (BELOW FINISHED SURFACE) FOR THE PURPOSE OF ANCHORAGE AND CREATING A WATER STOP. SUBMIT MANUFACTURER SPEC.'S AND CUT SHEETS FOR APPROVAL.

EXPANSION JOINT



12" LONG x 1/2" DIAMETER SMOOTH DOWELS AT 28" O.C. STARTING AT 4" IN FROM OUTSIDE EDGES. APPLY GREASE TO DOWEL ONE SIDE OF JOINT.



1  
HD 1.0

DETAIL

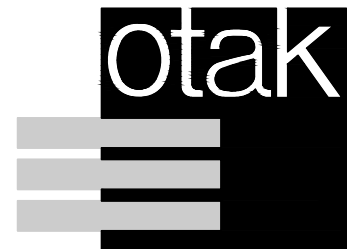
## FUTS STANDARD EXPANSION JOINT 14-01-010

NTS



NOT FOR CONSTRUCTION  
UNTIL REVIEWED & APPROVED  
BY CITY OF FLAGSTAFF

STEVE'S BOULEVARD  
INTERSECTION WITH ROUTE 66 / HWY 89  
PHOENIX, AZ 85016  
DETAILS



LANDSCAPE ARCHITECTURE  
PLANNING & URBAN DESIGN

51 WEST THIRD STREET  
TEMPE, AZ 85281  
PHONE: (480) 557-6670  
FAX: (480) 557-6505



100% SUBMITTAL  
COF Project No. 03-17009

# HD 1.0

Drawing No.  
Sheet 8 of 9

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GENERAL

- A. TRAFFIC CONTROL  
TRAFFIC CONTROL SHALL BE REGULATED IN ACCORDANCE WITH THE ADOT SPECIFICATIONS; THE CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATIONS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); AND ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION EDITION OF 2012.
- MEASUREMENT AND PAYMENT WILL BE AT THE CONTRACT LUMP SUM BID AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE.
- B. MOBILIZATION/DEMOBILIZATION  
MOBILIZATION/DEMOBILIZATION SHALL CONFORM TO ADOT SPECIFICATION SECTION 901 AND THE CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATION SECTION 104.10.
- MEASUREMENT AND PAYMENT WILL BE AT THE CONTRACT LUMP SUM BID AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE.
- C. SURVEY  
SURVEY SHALL CONFORM TO THE CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATION SECTION 105.B.
- MEASUREMENT AND PAYMENT WILL BE AT THE CONTRACT LUMP SUM BID AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE.
- D. PERMITS  
PERMITS SHALL CONFORM TO THE CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATION SECTION 107.2.
- MEASUREMENT AND PAYMENT WILL BE AT THE CONTRACT LUMP SUM BID AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE.
- E. TRAFFIC CONTROL  
TRAFFIC CONTROL SHALL BE REGULATED IN ACCORDANCE WITH THE MAG SPECIFICATIONS, THE CITY OF FLAGSTAFF ADDENDUM AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR SHALL REVIEW AND COMPLY WITH ADOT REQUIREMENTS FOR TRAFFIC CONTROL.
- F. PERFORMANCE REQUIREMENTS  
THE WORK EMBRACED HEREIN SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FOLLOWING SEPARATE DOCUMENTS:
1. ARIZONA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2012.
  2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2009 EDITION AND ARIZONA SUPPLEMENT TO THE 2009 EDITION, DATED JANUARY, 2012.
  3. UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, 2014 REVISION TO THE 2012 EDITION
  4. FLAGSTAFF ADDENDUM TO M.A.S. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND FLAGSTAFF ADDENDUM TO M.A.S. UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- F. NON-PAYMENT ITEMS:
- SAWCUTTING:  
NO MEASUREMENT OR DIRECT PAYMENT WILL BE MADE FOR SAW-CUTTING OR WHEEL-CUTTING, THE COST BEING CONSIDERED AS INCLUDED IN THE PRICE OF THE CONTRACT ITEMS.
- AS-BUILT DRAWINGS:  
NO MEASUREMENT OR DIRECT PAYMENT WILL BE MADE FOR AS-BUILT DRAWINGS, THE COST BEING CONSIDERED AS INCLUDED IN THE PRICE OF THE CONTRACT ITEMS.

PAVING

CURB AND GUTTER:  
CURB AND GUTTER SHALL BE INSTALLED PER ADOT STANDARD DETAIL C-05.10 AND SHALL CONFORM TO ADOT SPECIFICATION SECTIONS 202, 908, 401, AND 1011 AND THE CITY OF FLAGSTAFF ADDENDUM TO MAG STANDARD DETAILS 301, 340, T25, AND T29. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR TO INSTALL THE CURB AND GUTTER PER ADOT STANDARD DETAIL C-05.10.

MEASUREMENT AND PAYMENT  
SHALL BE AT THE CONTRACT UNIT PRICE BID PER LINEAR FOOT OF TYPE A CURB AND GUTTER AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE IN PLACE.

CONCRETE PAVEMENT:  
CONCRETE PAVEMENT SHALL BE INSTALLED PER THE ADOT STANDARD DETAIL C-05.20 AND THE CITY OF FLAGSTAFF ADDENDUM TO MAG STANDARD DETAIL 230, AND AS MODIFIED HEREIN. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, EQUIPMENT, AND LABOR TO INSTALL CONCRETE PAVEMENT PER MAG STANDARD DETAIL 230 AS MODIFIED HEREIN. CONCRETE SHALL BE INTEGRALLY COLORED AND FINISHED AS FOLLOWS:

ALL CONCRETE AND AGGREGATE BASE COURSE WITHIN THE RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH ADOT SPECIFICATIONS, AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATIONS.

MEASUREMENT AND PAYMENT  
SHALL BE AT THE CONTRACT UNIT PRICE BID PER SQUARE FOOT OF CONCRETE PAVEMENT AND AGGREGATE BASE COURSE AND SHALL BE FULL COMPENSATION FOR THE ITEM COMPLETE IN PLACE.

REMOVALS  
REMOVALS OF EXISTING IMPROVEMENTS SUCH AS SIDEWALK AND OTHER ITEMS NECESSARY FOR THE IMPROVEMENT SHALL CONFORM TO THE PROVISIONS OF SECTION 202 OF THE ADOT SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATIONS SECTION 350. BACKFILL AND COMPACTION OF ALL EXCAVATED AREAS SHALL BE TO THE DENSITIES AS PRESCRIBED IN SECTION 203 OF THE ADOT SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATION SECTION 301. ALL SURPLUS MATERIALS SHALL BE IMMEDIATELY HAULED FROM THE JOB SITE AND DISPOSED IN ACCORDANCE WITH SECTION 201 AND 202 OF THE ADOT SPECIFICATIONS.

REMOVAL OF EXISTING IMPROVEMENTS SUCH AS CURB AND GUTTER AND OTHER ITEMS NECESSARY FOR THE IMPROVEMENTS SHALL CONFORM TO THE PROVISIONS OF SECTION 202 OF THE ADOT SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATIO SECTION 350. BACKFILL AND COMPACTION OF ALL EXCAVATED AREAS SHALL BE TO THE DENSITIES AS PRESCRIBED IN SECTION 203 OF ADOT SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATION SECTION 301. ALL SURPLUS MATERIALS SHALL BE IMMEDIATELY HAULED FROM THE JOB SITE AND DISPOSED IN ACCORDANCE WITH SECTION 201 AND 202 OF THE ADOT SPECIFICATIONS.

ALL PROPOSED PAVING AND SIDEWALK COMPONENTS OF THESE PLANS WITHIN CITY OF FLAGSTAFF RIGHT-OF-WAY AND PRIVATE PROPERTY SHALL BE INSTALLED PER ADOT UNIFORM STANDARD DETAILS AND SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG STANDARD SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INDICATED IN THESE PLANS.

ELECTRICAL AND IRRIGATION

ALL ELECTRICAL COMPONENTS OF THESE PLANS SHALL BE INSTALLED PER THE M.A.S. UNIFORM STANDARD DETAILS AND SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM, UNLESS OTHERWISE INDICATED IN THESE PLANS.

ALL IRRIGATION COMPONENTS OF THESE PLANS SHALL BE INSTALLED PER THE ADOT UNIFORM STANDARD DETAILS AND SPECIFICATIONS AND CITY OF FLAGSTAFF ADDENDUM TO MAG SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INDICATED IN THESE PLANS.

ALL NEW LIGHT FIXTURES SHALL BE DARK SKY COMPLIANT PER CITY OF FLAGSTAFF CODE.

WALL LIGHTS:  
LIGHT FIXTURES SHALL BE WALL LUMINARIES WITH DIRECT LIGHT AS MANUFACTURED BY BEGA-US 1000 BEGA WAY, CARPINTERIA, CA 93013 (805) 684-0533 FAX (805) 566-9474 WWW.BEGA-US.COM

MEASUREMENT AND PAYMENT  
MEASUREMENT FOR LIGHTS SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO INSTALL THE COMPONENTS IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS AND IN THE LOCATIONS SHOWN ON THE PLANS. PAYMENT FOR THE COMPONENTS SHALL BE AS FOLLOWS:

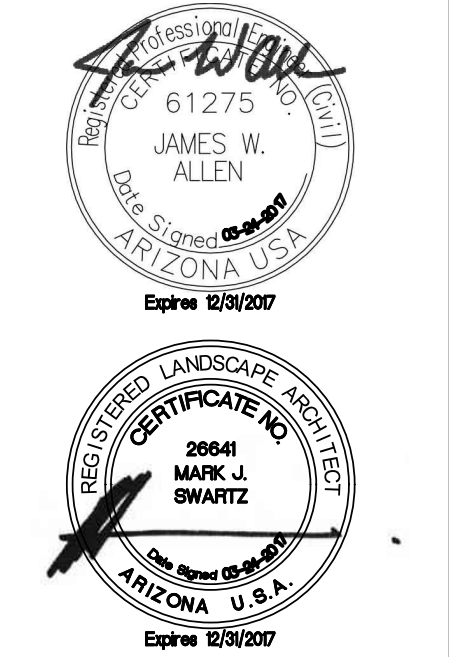
PAYMENT FOR THE WALL LIGHTS SHALL BE MADE ON THE BASIS OF THE PRICE BID PER EACH.

PAYMENT FOR ELECTRICAL CONDUIT SHALL BE MADE ON THE BASIS OF THE PRICE BID PER LINEAR FEET.

PAYMENT FOR THE ELECTRICAL CONDUCTOR SHALL BE MADE ON THE BASIS OF THE PRICE BID PER LINEAR FEET.

PAYMENT FOR THE ELECTRICAL JUNCTION BOX SHALL BE MADE ON THE BASIS OF THE PRICE BID PER EACH.

| DELTA | DATE       | BY | DESCRIPTION                       |
|-------|------------|----|-----------------------------------|
| A     | 01-10-2017 | CH | ADOT & C.o.F. 1st REVIEW COMMENTS |



NOT FOR CONSTRUCTION  
UNTIL REVIEWED & APPROVED  
BY CITY OF FLAGSTAFF

STEVE'S BOULEVARD  
INTERSECTION WITH ROUTE 66 / HWY 89  
PHOENIX, AZ 85016  
SPECIFICATIONS / SPECIAL PROVISIONS



LANDSCAPE ARCHITECTURE  
PLANNING & URBAN DESIGN

51 WEST THIRD STREET  
TEMPE, AZ 85281  
PHONE: (480) 557-6670  
FAX: (480) 557-6505

Call at least two full working days  
before you begin excavation.

**ARIZONA 811**  
Arizona Blue Sticks, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)  
In Maricopa County: (602) 263-1100

100% SUBMITTAL  
COF Project No. 03-17009

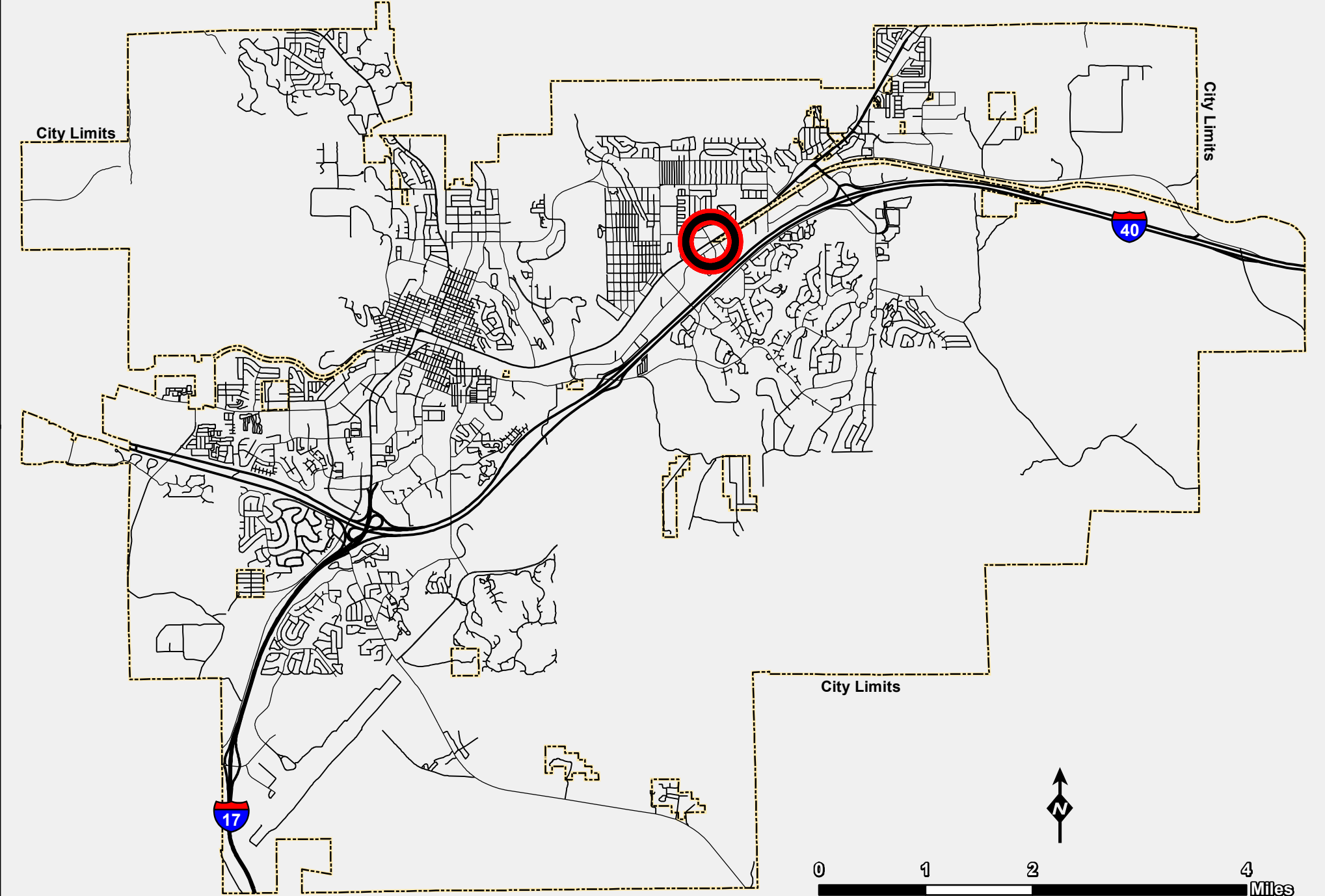
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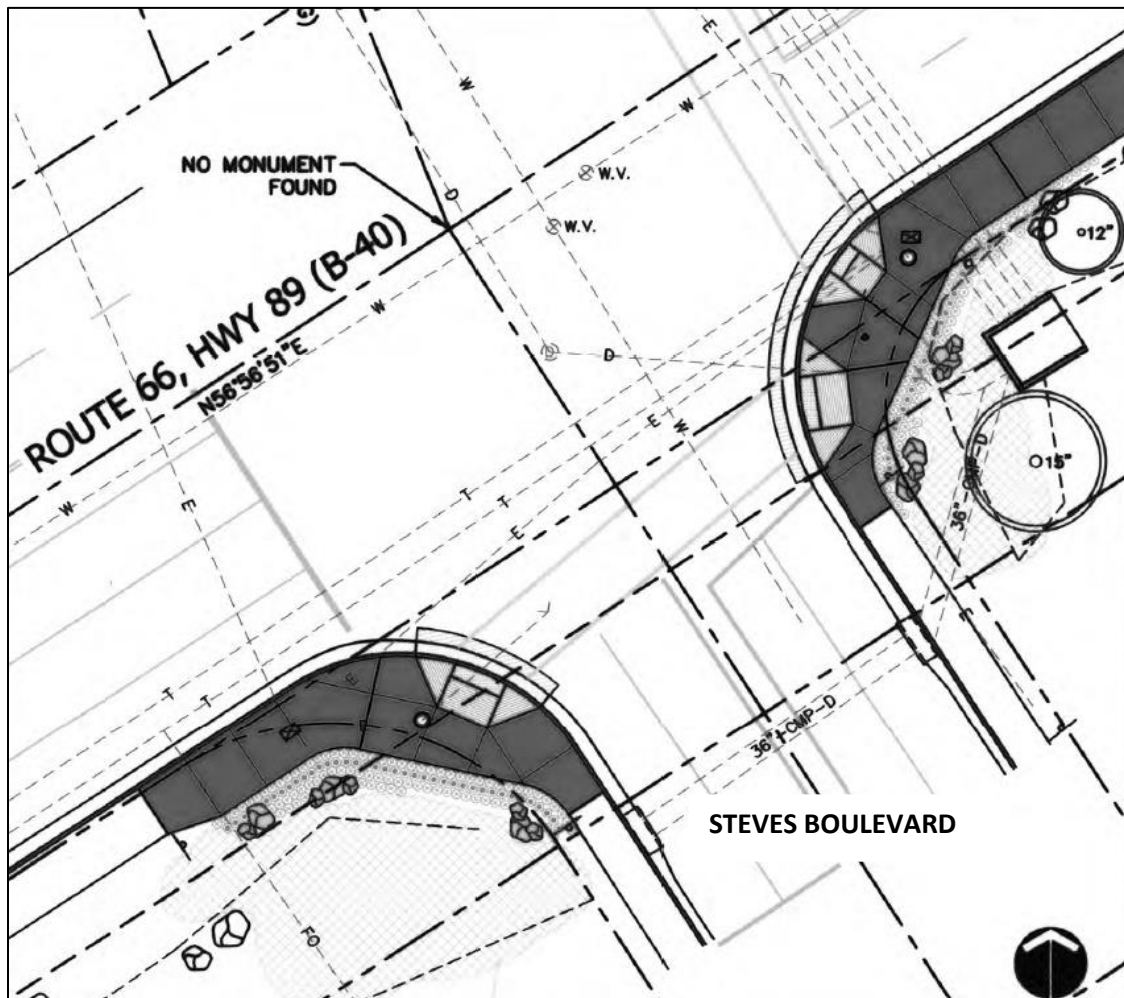
Drawing No.  
Sheet 9 of 9

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# Steves Boulevard/Route 66 FUTS Reconfiguration





## KEY MAP

Steves Boulevard/Route 66 FUTS Reconfiguration

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Current Planning Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



---

### TITLE:

**Consideration and Approval of Final Plat:** Request from TLC PC Developers LLC, for the replat of Mountain Vista Condominiums at Pine Canyon Subdivision consisting of approximately 11.14 acres in the Single-family Residential (R1) zone and 60 residential condominium units.

### STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement (attached) when notified by staff that all documents are ready for signature and recordation.

### Executive Summary:

TLC PC Developers LLC is requesting final plat approval for the replat of a 60-unit condominium subdivision located at 3002 S Clubhouse Circle within the larger Pine Canyon development. This application is a replat of 48 undeveloped units within the existing condominium subdivision that was approved in 2006. Please see Page 1 of the final plat attachment for the vicinity and site maps.

### Financial Impact:

No financial liabilities are anticipated by the approval of the final plat.

### Policy Impact:

There are no policy impacts affiliated with this final plat.

### Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

#### Council Goals

Economic Development - Grow and strengthen a more equitable and resilient economy.

#### Team Flagstaff Strategic Plan

Strategic Priority #4 - Work in partnership to enhance a safe and livable community

#### Flagstaff Regional Plan

The current land use designation for the site is Existing Suburban which has a density range of 2 to 10 units per acres. The proposed density for this site is 5.38 units per acre.

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

In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of the 660 acres known as Pine Canyon, which includes a mixture of condominiums, estate twin houses (duplex units), estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities. In 2006, the original Mountain Vista Condominium final plat for 60 residential condominium units was approved by City Council. The preliminary plat for the replat of 48 of the 60 condominium units was approved by City Council on November 7, 2017.

**Options and Alternatives:**

1. Approve the final plat as recommended by staff.
2. Approve the final plat subject to conditions.
3. Deny the final plat based on non-compliance with the Zoning Code, Subdivision Code, and/or Engineering Design Standards and Specifications for New Infrastructure.

**Background/History:**

The applicant, TLC PC Developers LLC, is seeking final plat approval for a replat of 48 residential condominium units within the larger Pine Canyon Development. In 2006, the original plat for 60 residential condominium units was recorded. All of the infrastructure (a combination of both public and private) for the project has been installed as part of the condominium project. Three buildings containing a total of 12 dwelling units have been constructed and will remain as part of the original Mountain Vista Condominium at Pine Canyon subdivision. The property owner has updated the design of the remaining condominium units and therefore must replat the remaining units to provide accurate legal descriptions for each unit.

Several development standards have changed since 2006, including a new Zoning Code, new driveway ordinance, new storm water standards, new engineering standards, new landscaping standards, and new building placement standards. The applicant does not intend to change the design of the approved subdivision but simply intends to alter the footprints of the building in order to update the design of the units. The proposed changes are minor in nature and do not change the overall character of the existing subdivision. Therefore the new standards were met to the greatest extent feasible.

**Key Considerations:**

This application is a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the ability for individually owned units. In this case the units are defined as the air space within the walls of each structure. Once the plat is complete, the buyer of a unit will receive a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc. that unit and sharing in joint ownership of any common grounds, parking areas, and access. Areas outside of the unit can be set aside for the individual owners as "limited common elements". The final plat delineates all of the elements affiliated with the individual units.

**Community Involvement:**

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision regulations as part of the final plat subdivision review process.

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**Attachments:**     [Mountain Vista Condo Final Plat Sheet 1](#)  
                              [Mountain Vista Condo Final Plat Sheet 2](#)  
                              [Mountain Vista Condo Final Plat Sheet 3](#)  
                              [Mountain Vista Condo Final Plat Sheet 4](#)

Mountain Vista Condo Final Plat Sheet 5

Mountain Vista Condo Final Plat Sheet 6

City/Subdivider Agreement



DEDICATION:

STATE OF ARIZONA }  
COUNTY OF COCONINO }SS.

KNOW ALL MEN BY THESE PRESENTS: TLC DEVELOPERS LLC., HEREBY PUBLISHES THIS PLAT AS AND FOR THE REPLAT OF BUILDINGS 3-13 & 15 MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON, A SUBDIVISION OF TRACT 24G OF THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON. LOCATED IN THE NW 1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENT AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

TRACT "24G" IS HEREBY RESERVED BY TLC DEVELOPERS L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS PRIVATE OPEN SPACE AND FOR PRIVATE DRAINAGE FACILITIES (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION).

IN WITNESS WHEREOF: TLC DEVELOPERS L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
PETER BURGER (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }  
COUNTY OF COCONINO }SS.

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, PETER BURGER, MANAGING MEMBER OF TLC DEVELOPERS L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT TLC DEVELOPERS L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

IN WITNESS WHEREOF: PC VILLAGE ASSOCIATION INC., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
PETER BURGER (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }  
COUNTY OF COCONINO }

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, PETER BURGER, MANAGING MEMBER OF PC VILLAGE ASSOCIATION INC., WHO ACKNOWLEDGED BY SELF TO REPRESENT PC VILLAGE ASSOCIATION INC., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

- REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
- CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) — SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

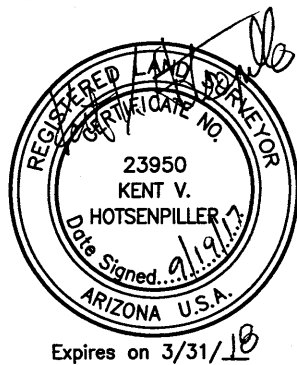
NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCLOSED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.



I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



FINAL PLAT  
FOR REPLAT OF BUILDINGS 3 -13 and 15  
(UNITS 9 - 52 & 57 - 60)

MOUNTAIN VISTA CONDOMINIUM  
AT  
PINE CANYON

A RESUBDIVISION OF TRACT 24G OF THE FINAL PLAT  
OF MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON  
AS RECORDED IN INSTRUMENT No. 3430465, RECORDS OF COCONINO COUNTY  
LOCATED IN THE NW1/4 OF SECTION 34,  
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.  
FLAGSTAFF, COCONINO COUNTY, ARIZONA

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

\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY ENGINEER AND PLANNING DIRECTOR OF FLAGSTAFF, ARIZONA ON THE

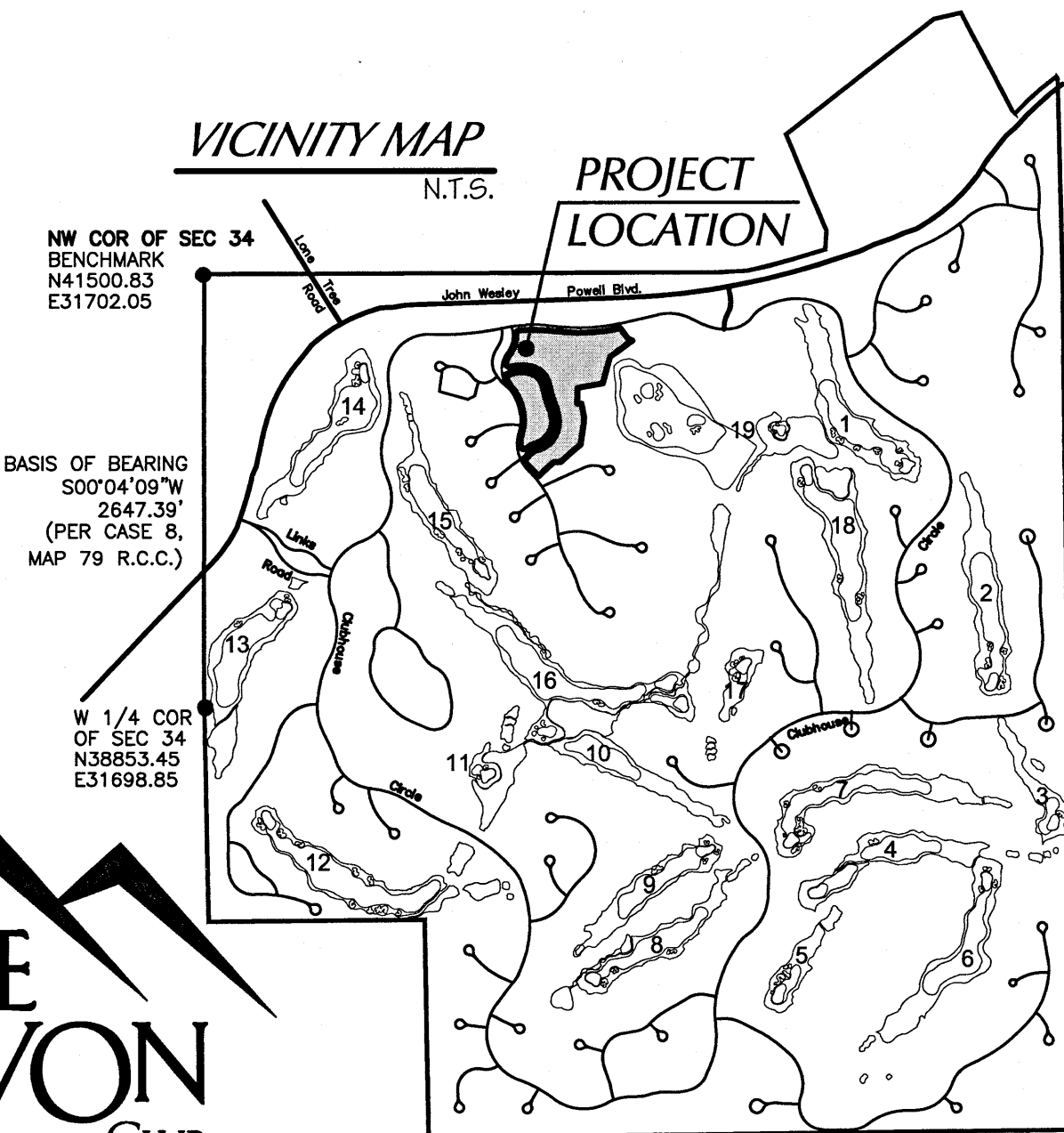
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_ DIRECTOR

BY: \_\_\_\_\_ CITY ENGINEER

INDEX TO SHEETS

- COVER SHEET
- SIGNATURE PAGE
- BOUNDARY
- PLAT
- BUILDINGS 3, 4, 6, 7, 9, 10, 13, & 15
- BUILDINGS 5, 8, 11, & 12



PROJECT INFORMATION

SUBDIVISION NAME: MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON  
PROJECT LOCATION: 3002 S. CLUBHOUSE CIRCLE FLAGSTAFF, AZ. 86001  
TOTAL ACREAGE: 11.143±  
NUMBER OF CONDOMINIUMS 60  
ZONING DISTRICT: R1  
FEMA DESIGNATION: ZONE "X" (NO SHADING)  
OWNER/DEVELOPER: THE TRUE LIFE COMMUNITIES MR. AIDAN BARRY 1201 E. JOHN WESLEY POWELL BLVD FLAGSTAFF, AZ. 86001 (928) 779-5700

UTILITY COMPANY ACKNOWLEDGMENT

|                        |      |
|------------------------|------|
| UNISOURCE ENERGY       | DATE |
| CENTURYLINK            | DATE |
| ARIZONA PUBLIC SERVICE | DATE |
| SUDDENLINK             | DATE |

MAINTENANCE OF LANDSCAPE BUFFERYARDS:

THE CITY OF FLAGSTAFF ZONING CODE REQUIRES LANDSCAPE BUFFERYARDS ON PERIMETER LOTS IN THIS SUBDIVISION THAT MAY EXCEED BUILDING SETBACK REQUIREMENTS DEPENDING THE LANDSCAPE OPTION SELECTED. THE MAINTENANCE OF SUCH BUFFERYARDS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

OCCUPANCY:

ALL REQUIRED WATER, SEWER, AND OTHER ESSENTIAL UTILITIES HAVE BEEN INSTALLED, AND AN ALL WEATHER PAVED ACCESS ROADWAY TO THE RESIDENCES HAS BEEN CONSTRUCTED AND APPROVED.

PRIVATE PRESSURE SEWER SERVICE:

THIS DEVELOPMENT INCLUDES PRIVATE SEWAGE LIFT STATIONS AND PRIVATE PRESSURE SEWER LINES OWNED, MAINTAINED, AND OPERATED BY THE HOMEOWNERS ASSOCIATION. ANY SYSTEM FAILURES RESULTING IN A VIOLATION OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REGULATIONS WILL BE THE SOLE RESPONSIBILITY P.C. VILLAGE ASSOCIATION, INC. (HOMEOWNER'S ASSOCIATION) FOR COMPLIANCE ABATEMENT, AND FINES. PRESSURE SEWER LINES LOCATED WITHIN PUBLIC UTILITY EASEMENTS REMAIN THE PROPERTY OF THE UNDERLYING PROPERTY OWNER, AND AS SUCH ARE NOT INTENDED TO BECOME APPURTENANT TO ANY PUBLIC UTILITY OR PUBLIC UTILITY EASEMENT.

MAINTENANCE OF DRAINAGE FACILITIES:

THE P.C. VILLAGE ASSOCIATION, INC. (HOMEOWNER'S ASSOCIATION) SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR ALL DRAINAGE CONVEYANCE AND DETENTION STRUCTURES WITHIN PRIVATE STREETS AND DRAINAGE EASEMENTS DEDICATED TO THE HOMEOWNER'S ASSOCIATION; AND THE CITY OF FLAGSTAFF MAY PERIODICALLY INSPECT SAID FACILITIES TO VERIFY THAT ADEQUATE REGULAR MAINTENANCE IS PERFORMED.

NOTES FOR SANITARY SEWER SERVICE:

SOME UNITS WITHIN THIS DEVELOPMENT MAY REQUIRE GRINDER PUMPS FOR ACCESS TO GRAVITY SANITARY SEWER SERVICES IF FINISH FLOORS ARE NOT BUILT TO AT LEAST THOSE RECOMMENDED BY THE DESIGN ENGINEER. THE ENGINEERING IMPROVEMENT PLANS ON FILE AT THE OFFICE OF THE CITY ENGINEER OF THE CITY OF FLAGSTAFF FOR MORE INFORMATION.

ADEQUATE WATER SUPPLY

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. THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING and SURVEYING, INC. DOES NOT GUARANTEE, WARRANTEE OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION (ORIGINALLY NAMED MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON) HAS BEEN PERFORMED BY COCONINO ENGINEERING, 2708 N. FOURTH ST., SUITE A1, FLAGSTAFF, AZ. 86004 MR. ROBERT C. IMPELLITIER (CERTIFICATE NO. 22196)

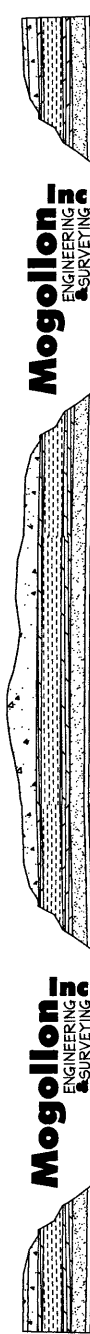
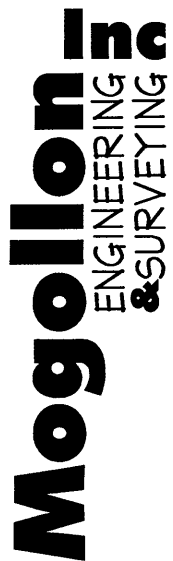
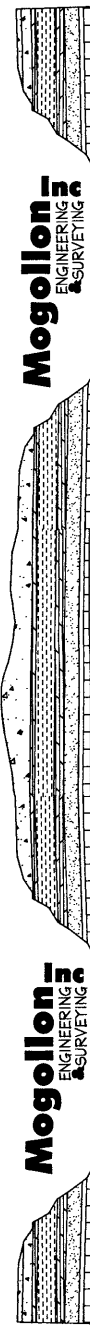
ARS 33-1201. UNIT BOUNDARIES  
Except as provided by the declarant.

1. If walls, floors or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surface are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common element.

2. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a unit, any portion serving only that unit is a limited common element allocated solely to that unit and any portion serving more than one unit or any portion of the common elements is a part of the common elements.

3. Subject to the provisions of paragraph 2, all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit.

4. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, entryways, or patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.



FINAL PLAT OF REPLAT OF  
BUILDINGS 3-13 & 15, UNITS 9-52 AND 57-60  
MOUNTAIN VISTA CONDOMINIUM

411 W Santa Fe Avenue  
Flagstaff, Arizona 86001  
Phone: 928-214-0214

DESIGNED BY: DATE: 9/19/17  
DRAWN BY: PROJECT NO. 12999  
CHECKED BY: KYH  
VERT. SCALE: N/A  
HOR. SCALE: N/A  
REVISIONS:  
FRI. SHEET -01



DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT MARY JANE STANFORD, TRUSTEE ROBERT L. STANFORD & MARY JANE STANFORD TRUST, HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: MARY JANE STANFORD, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
MARY JANE STANFORD, TRUSTEE, BUILDING 1, UNIT 1

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MARY JANE STANFORD, TRUSTEE, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT KEN COLLOM HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: KEN COLLOM, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
KEN COLLOM, BUILDING 1, UNIT 2

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, KEN COLLOM, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT JAMES L. & SHARON L. KNIGHT HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: JAMES L. & SHARON L. KNIGHT, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
JAMES L. KNIGHT, TRUSTEE, BUILDING 1, UNIT 3

BY: \_\_\_\_\_  
SHARON L. KNIGHT, TRUSTEE, BUILDING 1, UNIT 3

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, JAMES L. & SHARON L. KNIGHT, TRUSTEES, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

**GENERAL NOTES:**

1. THE REAL PROPERTY DEPICTED HEREON WAS ORIGINALLY INCLUDED IN THAT CERTAIN FINAL PLAT FOR MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON RECORDED AS INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY, ARIZONA ("ORIGINAL PLAT"). THIS AMENDED PLAT EXPRESSLY REDEFINES BUILDINGS 3 THROUGH 13 AND BUILDING 15 UNIT BOUNDARIES. BUILDINGS 1, 2, AND 14 REMAIN AS ORIGINALLY PLATTED, NO CHANGES HEREON TO THOSE 12 UNITS THAT ARE ALREADY BUILT. COMMON ELEMENT IS HEREBY REDEFINED AS SHOWN HEREON.

2. ALL RIGHTS AND PRIVILEGES GRANTED IN THE ORIGINAL PLAT AND CONDOMINIUM DECLARATION SHALL REMAIN IN PLACE FOR THE EXISTING CONDOMINIUMS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO: DRAINAGE EASEMENTS, INGRESS/EGRESS EASEMENTS, PUBLIC AND PRIVATE UTILITY EASEMENTS, GOLF UTILITARIAN EASEMENTS, ETC..

# FINAL PLAT FOR REPLAT OF BUILDINGS 3 -13 and 15 (UNITS 9 - 52 & 57 - 60) MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON

A RESUBDIVISION OF PORTION OF TRACT "24G" OF THE MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON  
AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY  
LOCATED IN THE NW1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.  
FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT ERIC H. & JULIE J. HEDLUND, TRUSTEES ERIC H. HEDLUND & JULIE J. HEDLUND LIVING TRUST, HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: ERIC H. AND JULIE J. HEDLUND, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
ERIC H. HEDLUND, TRUSTEE, BUILDING 1, UNIT 4

BY: \_\_\_\_\_  
JULIE J. HEDLUND, TRUSTEE, BUILDING 1, UNIT 4

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, ERIC H. AND JULIE J. HEDLUND, TRUSTEES, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT THOMAS C. CASSIDY HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: THOMAS C. CASSIDY, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
THOMAS C. CASSIDY, BUILDING 2, UNIT 5

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, THOMAS C. CASSIDY, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT BLUE AGAVE HOLDINGS LIMITED HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: DEBORAH OWEN, BLUE AGAVE HOLDINGS LIMITED, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
DEBORAH OWENS, BLUE AGAVE HOLDINGS LIMITED, BUILDING 2, UNIT 6

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, DEBORAH OWENS, BLUE AGAVE HOLDINGS LIMITED, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT JAMES V. EBEL, GENERAL PARTNER, & JANE A. EBEL, GENERAL PARTNER, SHONI LIMITED PARTNERSHIP HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: JAMES V. & JANE A. EBEL, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
JAMES V. EBEL, GENERAL PARTNER, BUILDING 2, UNIT 7

BY: \_\_\_\_\_  
JANE A. EBEL, GENERAL PARTNER, BUILDING 2, UNIT 7

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, JAMES V. & JANE A. EBEL, GENERAL PARTNERS, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT MARK B. & MARY J. BONSALL, TRUSTEES BONSALL FAMILY TRUST, HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: MARK B. & MARY J. BONSALL, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
MARK B. BONSALL, TRUSTEE, BUILDING 2, UNIT 8

BY: \_\_\_\_\_  
MARY J. BONSALL, TRUSTEE, BUILDING 2, UNIT 8

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MARK B. & MARY J. BONSALL, TRUSTEES, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT KENNETH R. & MARY P. HOFSTETTER, TRUSTEES HOFSTETTER FAMILY TRUST, HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: KENNETH R. & MARY P. HOFSTETTER, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
KENNETH R. HOFSTETTER, TRUSTEE, BUILDING 14, UNIT 53

BY: \_\_\_\_\_  
MARY P. HOFSTETTER, TRUSTEE, BUILDING 14, UNIT 53

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, KENNETH R. & MARY P. HOFSTETTER, TRUSTEES, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT RYAN W. & JEENA F. RONAN HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: RYAN W. & JEENA F. RONAN, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
RYAN W. RONAN, BUILDING 14, UNIT 54

BY: \_\_\_\_\_  
JEENA F. RONAN, BUILDING 14, UNIT 54

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, RYAN W. & JEENA F. RONAN, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT RICHARD DEPP TRUSTEE, HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: RICHARD DEPP, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
RICHARD DEPP TRUSTEE, BUILDING 14, UNIT 55

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, RICHARD DEPP TRUSTEE, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT BERNADETTE WOLFSWINKLE HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: BERNADETTE WOLFSWINKLE, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE.

DONE AT \_\_\_\_\_, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
BERNADETTE WOLFSWINKLE, BUILDING 14, UNIT 56

ACKNOWLEDGMENT:

STATE OF ARIZONA } ss.  
COUNTY OF COCONINO

ON THIS THE \_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, BERNADETTE WOLFSWINKLE, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_

**OWNER/DEVELOPER**

TLC PC DEVELOPERS, LLC  
MR. AIDAN BARRY  
1201 E. JOHN WESLEY POWELL BLVD  
FLAGSTAFF, AZ. 86001  
(928) 779-5700

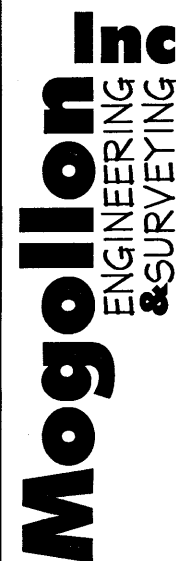
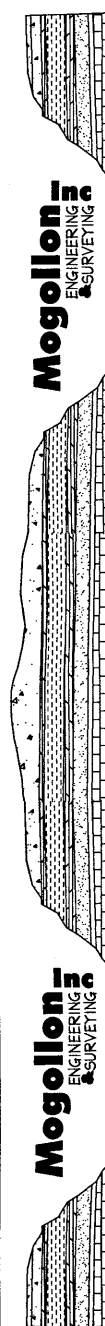
CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



**SHEET NO. 2 OF 6**

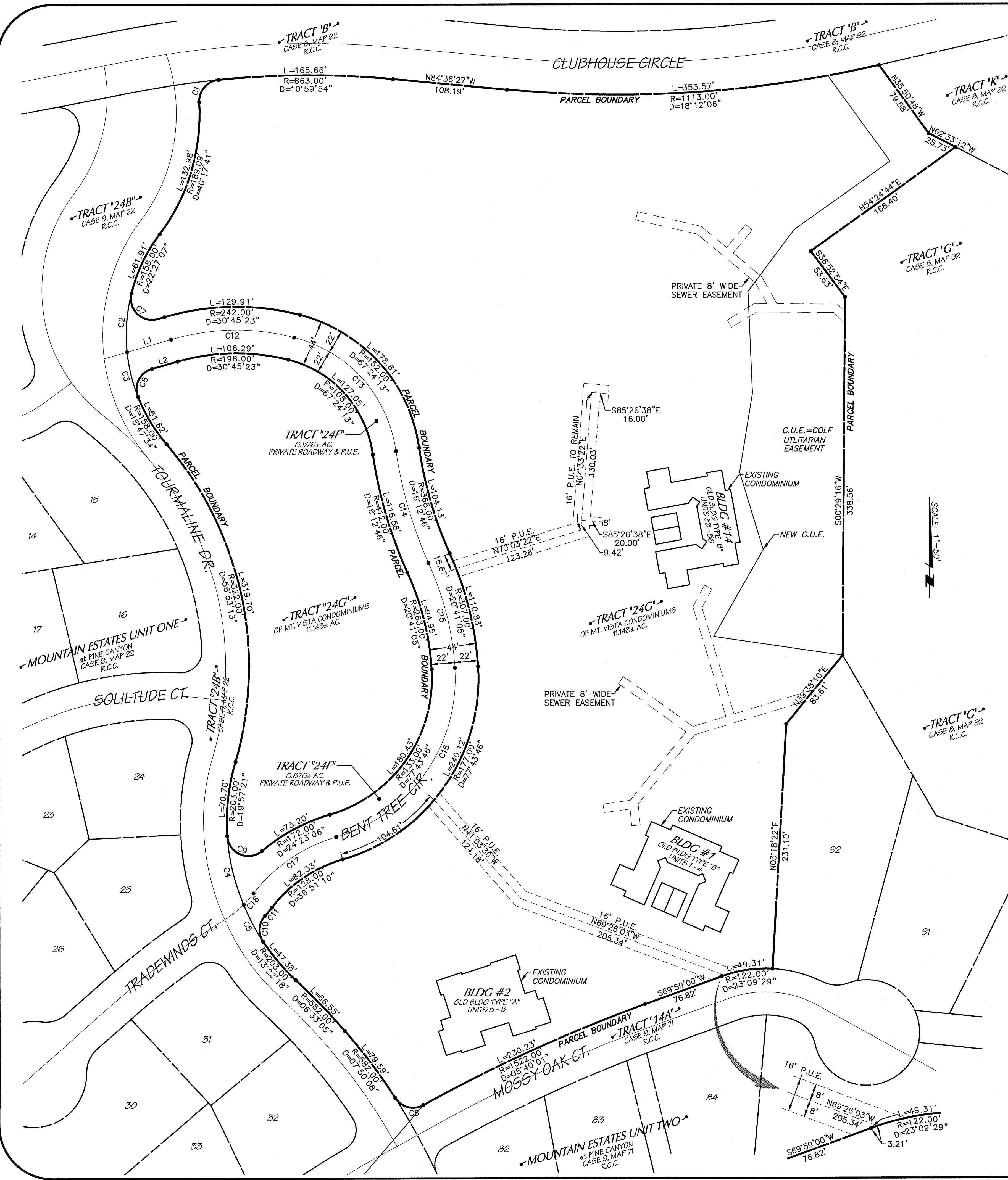
COF PROJECT # DEV 12-083



FINAL PLAT OF REPLAT OF  
BUILDINGS 3-13 & 15, UNITS 9-52 & 57-60  
MOUNTAIN VISTA CONDOMINIUM

411 W Santa Fe Avenue  
Flagstaff, Arizona 86001  
Phone: 928-214-0214

REVISIONS:  
PROJECT NO. 12999  
FN SHEET -02  
VERT SCALE: N/A  
HOR SCALE: 1"=50'  
DESIGNED BY: DATE 9/19/17  
DRAWN BY: MEAN BY:  
CHECKED BY: KWH



FINAL PLAT  
FOR REPLAT OF BUILDINGS 3 -13 and 15  
(UNITS 9 - 52 & 57 - 60)  
**MOUNTAIN VISTA  
CONDOMINIUM**  
AT  
**PINE CANYON**

A SUBDIVISION OF TRACT 24G OF THE FINAL PLAT  
OF THE MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON  
AS RECORDED IN INSTRUMENT No. 3430465, RECORDS OF COCONINO COUNTY  
LOCATED IN THE NW1/4 OF SECTION 34,  
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.  
FLAGSTAFF, COCONINO COUNTY, ARIZONA

| LINE DATA |             |          |
|-----------|-------------|----------|
| #         | BEARING     | DISTANCE |
| L1        | N73°47'44"E | 43.24'   |
| L2        | N73°47'44"E | 25.18'   |

| CURVE DATA |         |        |            |
|------------|---------|--------|------------|
| #          | RADIUS  | LENGTH | DELTA      |
| C1         | 20.00'  | 30.61' | 87°42'11"  |
| C2         | 158.00' | 56.07' | 20°20'02"  |
| C3         | 158.00' | 44.13' | 16°00'15"  |
| C4         | 203.00' | 67.17' | 18°57'29"  |
| C5         | 203.00' | 39.69' | 11°12'06"  |
| C6         | 20.00'  | 29.98' | 85°52'24"  |
| C7         | 20.00'  | 42.15' | 120°44'19" |
| C8         | 20.00'  | 33.37' | 95°35'58"  |
| C9         | 20.00'  | 44.18' | 126°33'46" |

| CURVE DATA |         |         |           |
|------------|---------|---------|-----------|
| #          | RADIUS  | LENGTH  | DELTA     |
| C10        | 20.00'  | 26.48'  | 75°52'00" |
| C11        | 122.00' | 10.09'  | 04°44'15" |
| C12        | 220.00' | 118.10' | 30°45'23" |
| C13        | 130.00' | 152.93' | 67°24'13" |
| C14        | 390.00' | 110.36' | 16°12'46" |
| C15        | 285.00' | 102.89' | 20°41'05" |
| C16        | 155.00' | 210.28' | 77°43'46" |
| C17        | 150.00' | 96.48'  | 36°51'10" |
| C18        | 100.00' | 14.29'  | 08°11'09" |



A SUBDIVISION OF TRACT 24G OF THE FINAL PLAT  
OF THE MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON  
AS RECORDED IN INSTRUMENT No. 3430465, RECORDS OF COCONINO COUNTY  
LOCATED IN THE NW1/4 OF SECTION 34,  
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FLAGSTAFF, COCONINO COUNTY, ARIZONA

**Megillon** Real Estate **Megillon** Real Estate


**FINAL PLAT OF REPLAT OF**  
**BUILDINGS 3-14 # 15, UNITS 4-52 & 57-60**  
**MOUNTAIN VISTA CONDOMINIUM**

9/19/17  
 MES# 12999

**Mogollon**  
ENGINEERING  
& SURVEYING

411 W Santa Fe Avenue  
Flagstaff, Arizona 86001  
Phone: 928-214-0214


23950  
KENT V.  
HOTSCHMILLER  
Date Signed 3/31/18  
Expires on 3/31/18



**Mogollon**  
ENGINEERING &  
SURVEYING, INC.

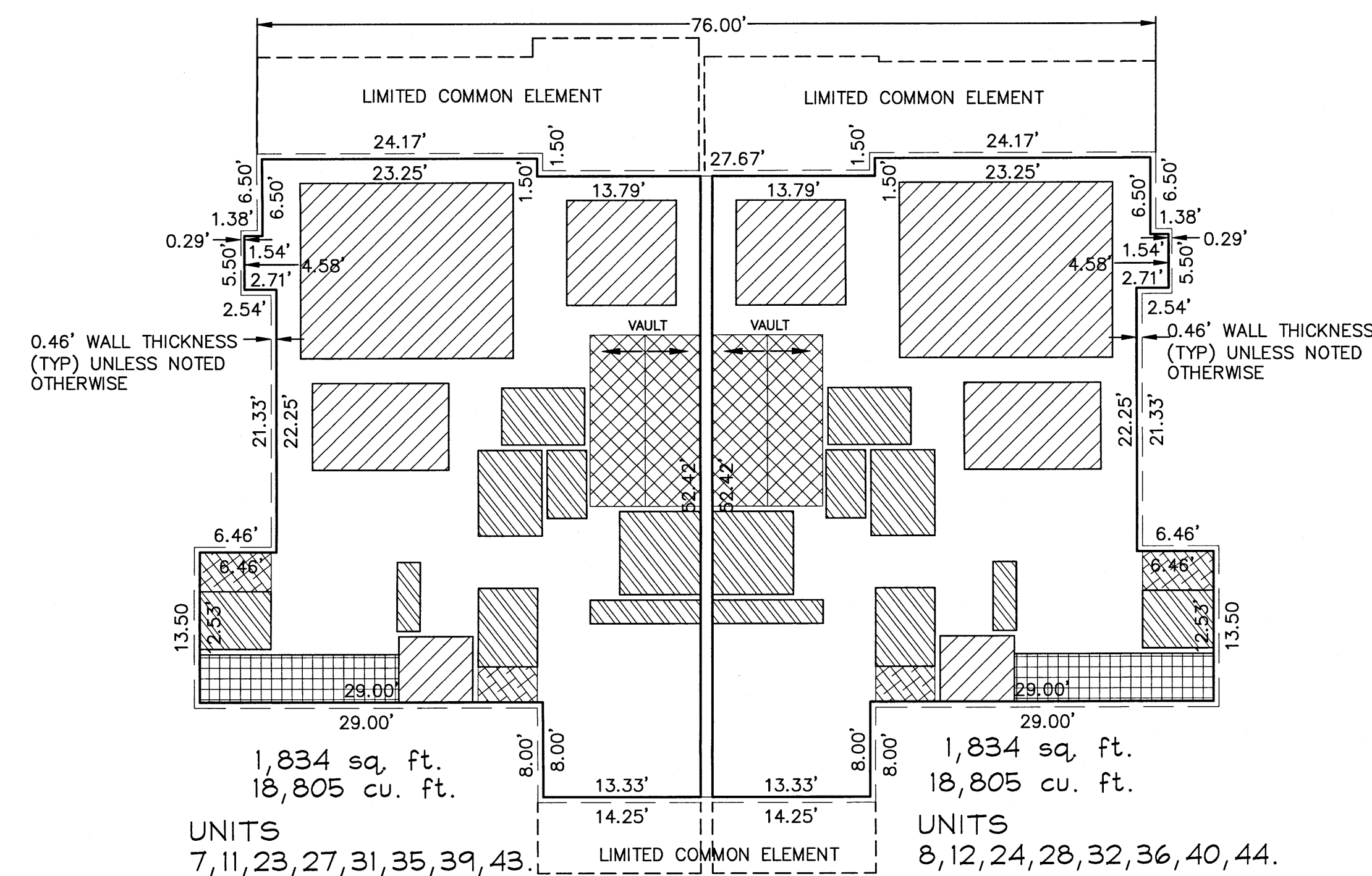
REVISIONS:

1"=50'

|   |                 |                   |
|---|-----------------|-------------------|
|  | DATE: 9/19/17   | PROJECT NO. 12999 |
|   | DESIGNED BY:    | FN: SHEET-04      |
|   | DRAWN BY:       | VERT SCALE:       |
|   | CHECKED BY: KVH | HOR SCALE:        |
|   |                 |                   |

SHEET NO. 4 OF 6

COF PROJECT # DEV 12-083



UPPER LEVEL

LEFT SIDE TYPICAL FOR UNITS 7, 11, 23, 27, 31, 35, 39, 43.

RIGHT SIDE TYPICAL FOR UNITS 8, 12, 24, 28, 32, 36, 40, 44.

BUILDING "A" - UPPER LEVEL

CEILING HEIGHT LEGEND FOR BUILDING "A" UPPER LEVEL

TYP. CEILING HT=9.96' A.F.F. FROM UPPER LEVEL

|           |   |
|-----------|---|
| [Pattern] | 8.0' A.F.F.   |
| [Pattern] | 11.875' A.F.F. AT RIDGE, 5:12 PITCH SLOPE DOWN TO 9.95' |
| [Pattern] | 9.08' A.F.F.  |
| [Pattern] | 11.25' A.F.F.   |
| [Pattern] | 21.96' A.F.F. FROM MAIN F.F. (AREA OVER STAIRS)         |

UNIT NUMBERING AND FINISH FLOOR ELEVATIONS

| BUILDING NUMBER | BUILDING TYPE | UNIT NUMBERS   | FINISH FLOOR ELEVATION LOWER LEVEL |
|-----------------|---------------|----------------|------------------------------------|
| 3               | A             | 9, 10, 11, 12  | 6993.00                            |
| 4               | B             | 13, 14, 15, 16 | 6971.22                            |
| 5               | B             | 17, 18, 19, 20 | 6964.92                            |
| 6               | A             | 21, 22, 23, 24 | 6987.00                            |
| 7               | A             | 25, 26, 27, 28 | 6988.00                            |
| 8               | A             | 29, 30, 31, 32 | 6978.00                            |
| 9               | A             | 33, 34, 35, 36 | 6993.00                            |
| 10              | A             | 37, 38, 39, 40 | 6994.00                            |
| 11              | A             | 41, 42, 43, 44 | 6987.00                            |
| 12              | B             | 45, 46, 47, 48 | 6950.92                            |
| 13              | B             | 49, 50, 51, 52 | 6961.12                            |
| 15              | B             | 57, 58, 59, 60 | 6952.02                            |

THESE ELEVATIONS CORRESPOND TO THE 0.00 ELEVATIONS SHOWN ON BUILDING CROSS-SECTIONS.

21.96' ELEV. UPPER UNIT CEILING

12' ELEV. UPPER UNIT FLOOR

10.07' ELEV. MAIN UNIT CEILING

0' ELEV. MAIN UNIT FLOOR

TYPICAL FLOOR & CEILING HEIGHTS FOR BUILDING TYPE "A"

|                                       |
|---------------------------------------|
| 9.96' ELEV. MAIN UNIT CEILING         |
| 8.86' ELEV. BOTH UNITS GARAGE CEILING |
| 0' ELEV. MAIN UNIT FLOOR              |
| -1.927' ELEV. LOWER UNIT CEILING      |
| -12' ELEV. LOWER UNIT FLOOR           |

TYPICAL FLOOR & CEILING HEIGHTS FOR BUILDING TYPE "B"

CEILING HEIGHT LEGEND FOR BUILDING "A" LOWER LEVEL

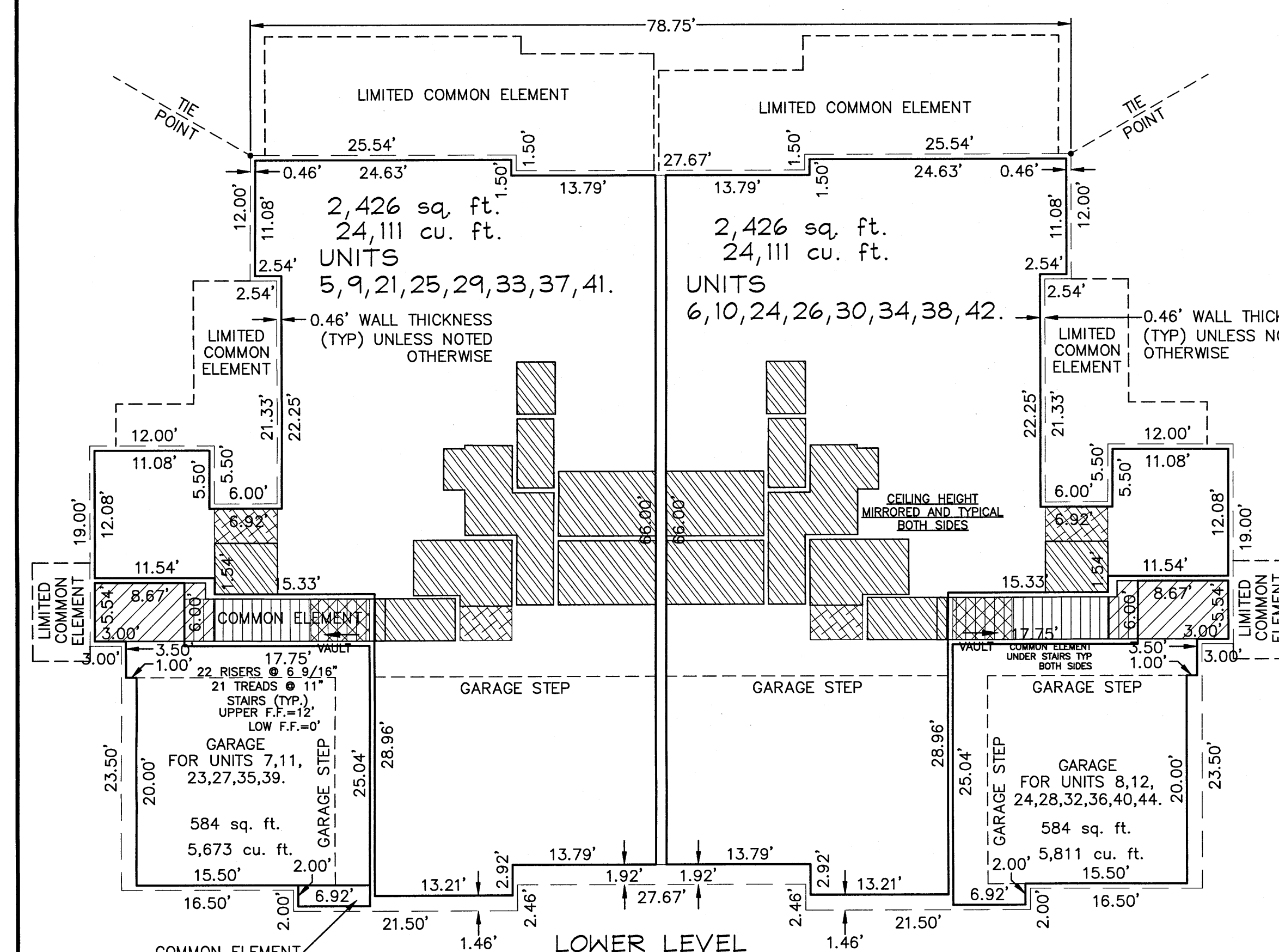
TYP. CEILING HT=10.07' A.F.F. FROM UPPER LEVEL

|           |   |
|-----------|---|
| [Pattern] | 8.0' A.F.F.                               |
| [Pattern] | 9.82' A.F.F. AT PEAK SLOPED DOWN TO 6.39' |
| [Pattern] | 9.08' A.F.F.                              |
| [Pattern] | 10.33' A.F.F.                             |

CEILING HEIGHT LEGEND FOR BUILDING "B" LOWER LEVEL

TYP. CEILING HT=10.07' A.F.F. FROM LOWER LEVEL

|           |              |
|-----------|--------------|
| [Pattern] | 8.0' A.F.F.  |
| [Pattern] | 9.08' A.F.F. |



LOWER LEVEL

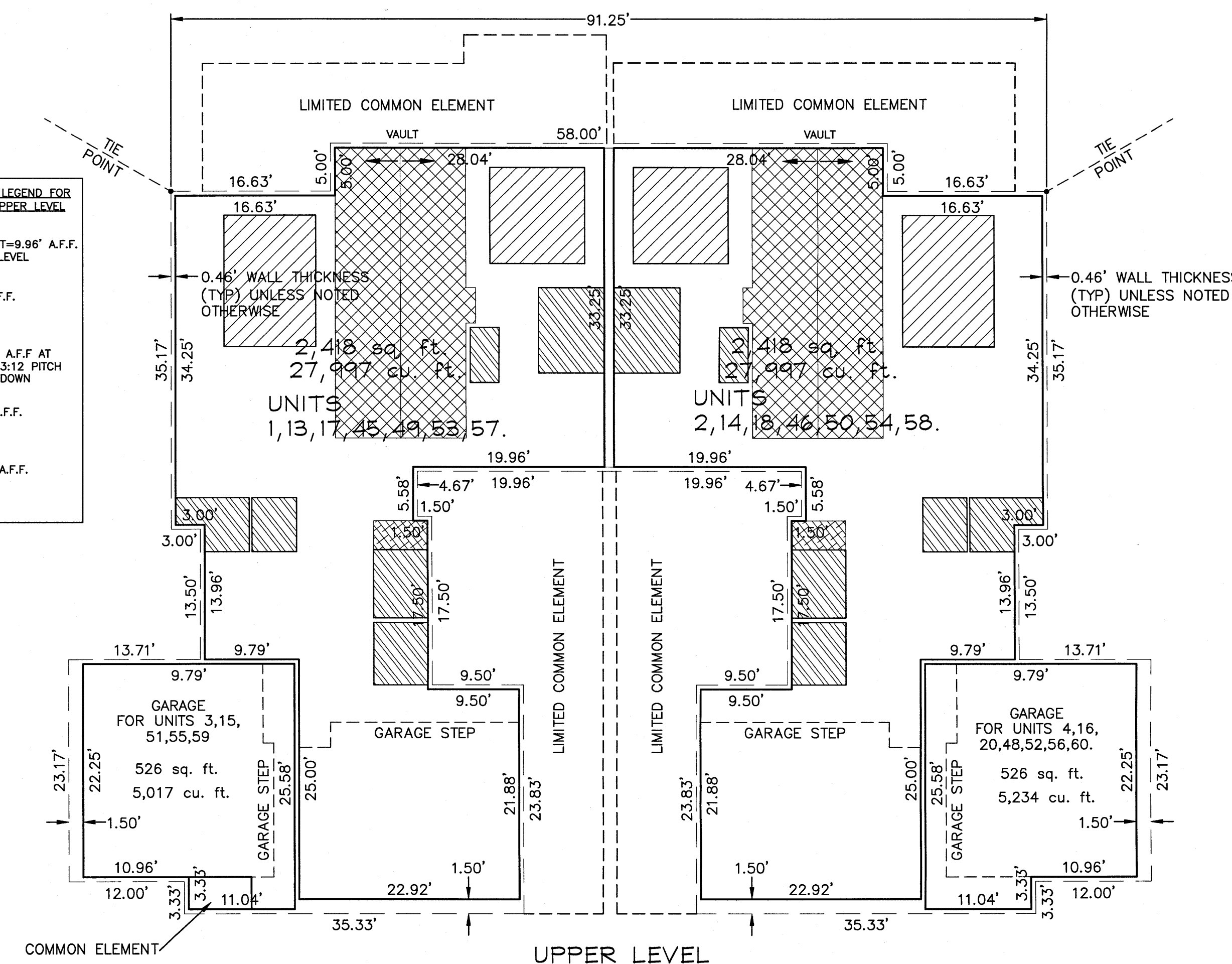
LEFT SIDE TYPICAL FOR UNITS 5, 9, 21, 25, 29, 33, 37, 41.

RIGHT SIDE TYPICAL FOR UNITS 6, 10, 24, 26, 30, 34, 38, 42.

BUILDING "A" - LOWER LEVEL

1"=10'

NOTE:  
SEE ARCHITECTURAL PLANS FOR MORE DETAIL ON UNITS FINISH FLOORS, CEILING HEIGHTS, AND UNIT DIMENSIONS. SEE DECLARANTS AND CCR's FOR OTHER INFORMATION.



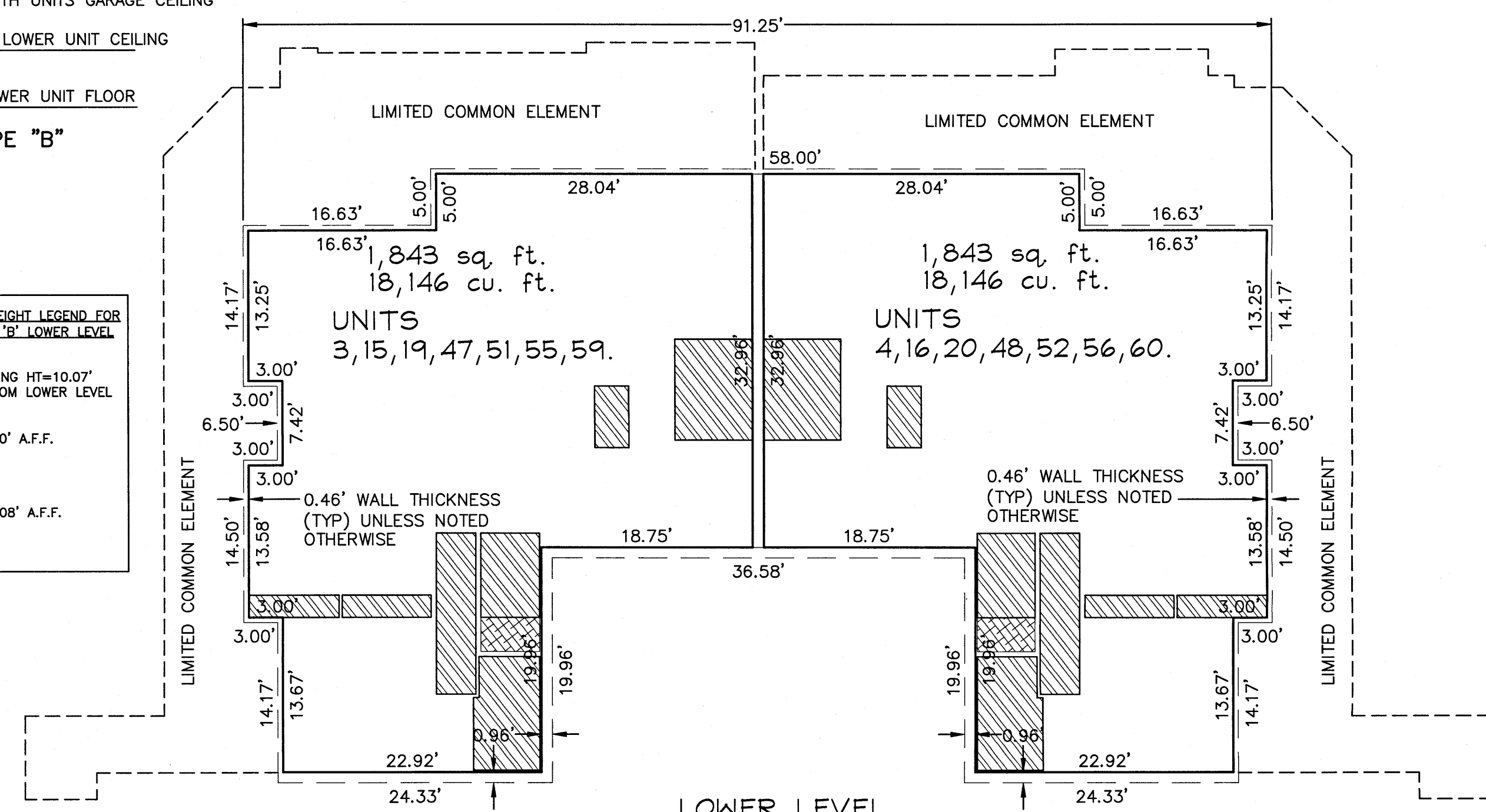
UPPER LEVEL

LEFT SIDE TYPICAL FOR UNITS 1, 13, 17, 45, 49, 53, 57.

RIGHT SIDE TYPICAL FOR UNITS 2, 14, 18, 46, 50, 54, 58.

BUILDING "B" - UPPER LEVEL

1"=10'



LOWER LEVEL

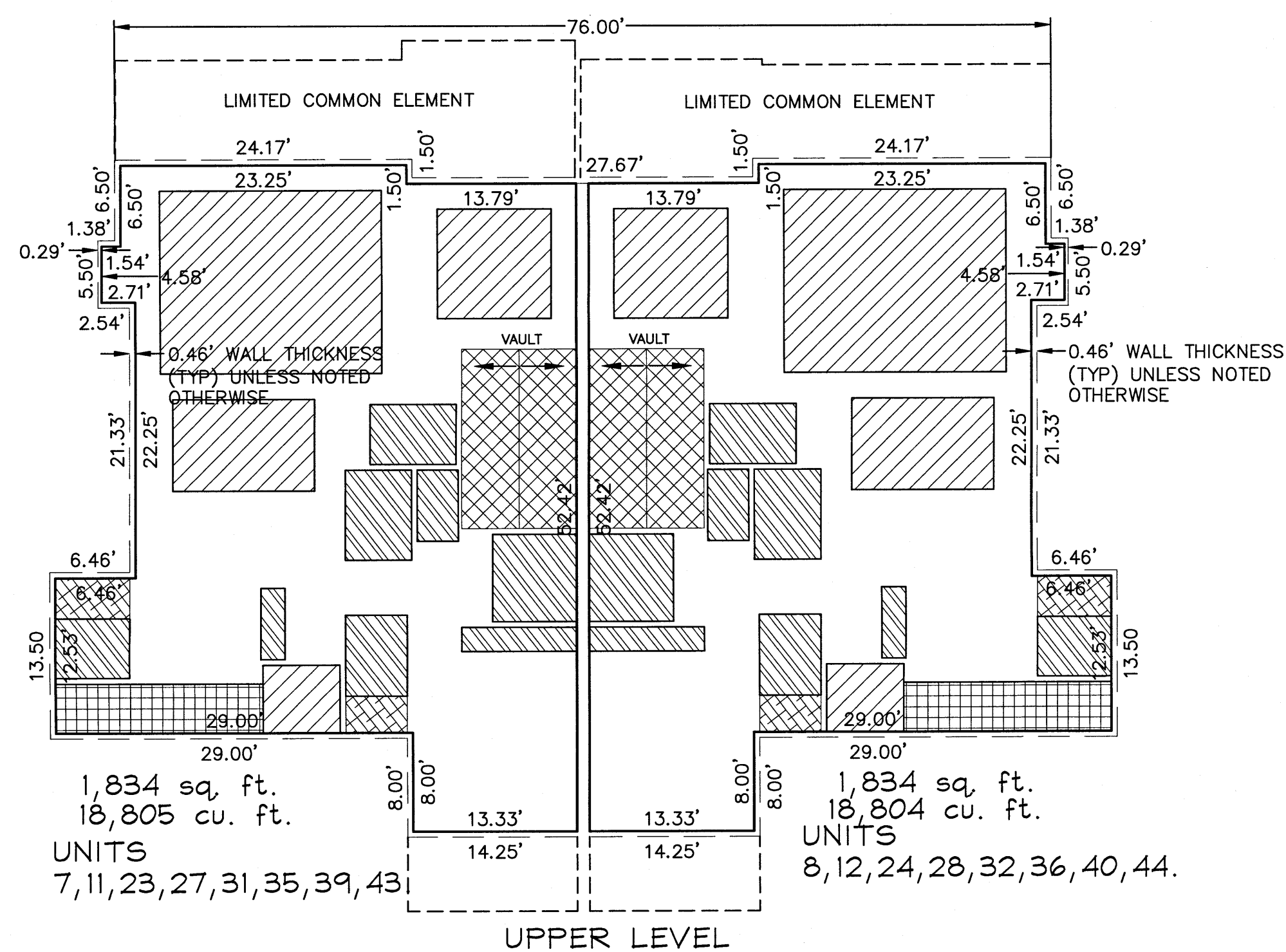
LEFT SIDE TYPICAL FOR UNITS 3, 15, 19, 47, 51, 55, 59.

RIGHT SIDE TYPICAL FOR UNITS 4, 16, 20, 48, 52, 56, 60.

BUILDING "B" - LOWER LEVEL

1"=10'





LEFT SIDE TYPICAL  
FOR UNITS 7,11,  
23,27,31,35,39,43.

RIGHT SIDE TYPICAL  
FOR UNITS 8,12,  
24,28,32,36,40,44.

**BUILDING "A" - UPPER LEVEL**

1"=10'

CEILING HEIGHT LEGEND  
FOR BUILDING "A" UPPER LEVEL

TYP. CEILING HT=9.96' A.F.F. FROM UPPER LEVEL

|           |   |
|-----------|---|
| [Pattern] | 8.0' A.F.F.   |
| [Pattern] | 11.875' A.F.F. AT RIDGE, 5:12 PITCH SLOPE DOWN TO 9.95' |
| [Pattern] | 9.08' A.F.F.  |
| [Pattern] | 11.25' A.F.F.   |
| [Pattern] | 21.96' A.F.F. FROM MAIN F.F. (AREA OVER STAIRS)         |

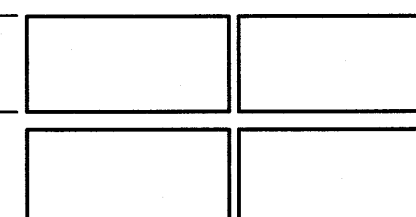
### UNIT NUMBERING AND FINISH FLOOR ELEVATIONS

| BUILDING NUMBER | BUILDING TYPE | UNIT NUMBERS | FINISH FLOOR ELEVATION LOWER LEVEL |
|-----------------|---------------|--------------|------------------------------------|
| 3               | A             | 9,10,11,12   | 6993.00                            |
| 4               | B             | 13,14,15,16  | 6971.22                            |
| 5               | B             | 17,18,19,20  | 6964.92                            |
| 6               | A             | 21,22,23,24  | 6987.00                            |
| 7               | A             | 25,26,27,28  | 6988.00                            |
| 8               | A             | 29,30,31,32  | 6976.00                            |
| 9               | A             | 33,34,35,36  | 6993.00                            |
| 10              | A             | 37,38,39,40  | 6994.00                            |
| 11              | A             | 41,42,43,44  | 6987.00                            |
| 12              | B             | 45,46,47,48  | 6950.92                            |
| 13              | B             | 49,50,51,52  | 6961.12                            |
| 15              | B             | 57,58,59,60  | 6952.02                            |

THESE ELEVATIONS CORRESPOND TO THE 0.00 ELEVATIONS SHOWN ON BUILDING CROSS-SECTIONS.

21.96' ELEV. UPPER UNIT CEILING

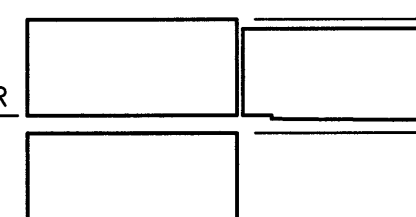
12' ELEV. UPPER UNIT FLOOR



TYPICAL FLOOR & CEILING HEIGHTS FOR BUILDING TYPE "A"

9.96' ELEV. MAIN UNIT CEILING  
8.86' ELEV. BOTH UNITS GARAGE CEILING

0' ELEV. MAIN UNIT FLOOR



TYPICAL FLOOR & CEILING HEIGHTS FOR BUILDING TYPE "B"

CEILING HEIGHT LEGEND  
FOR BUILDING "A" LOWER LEVEL

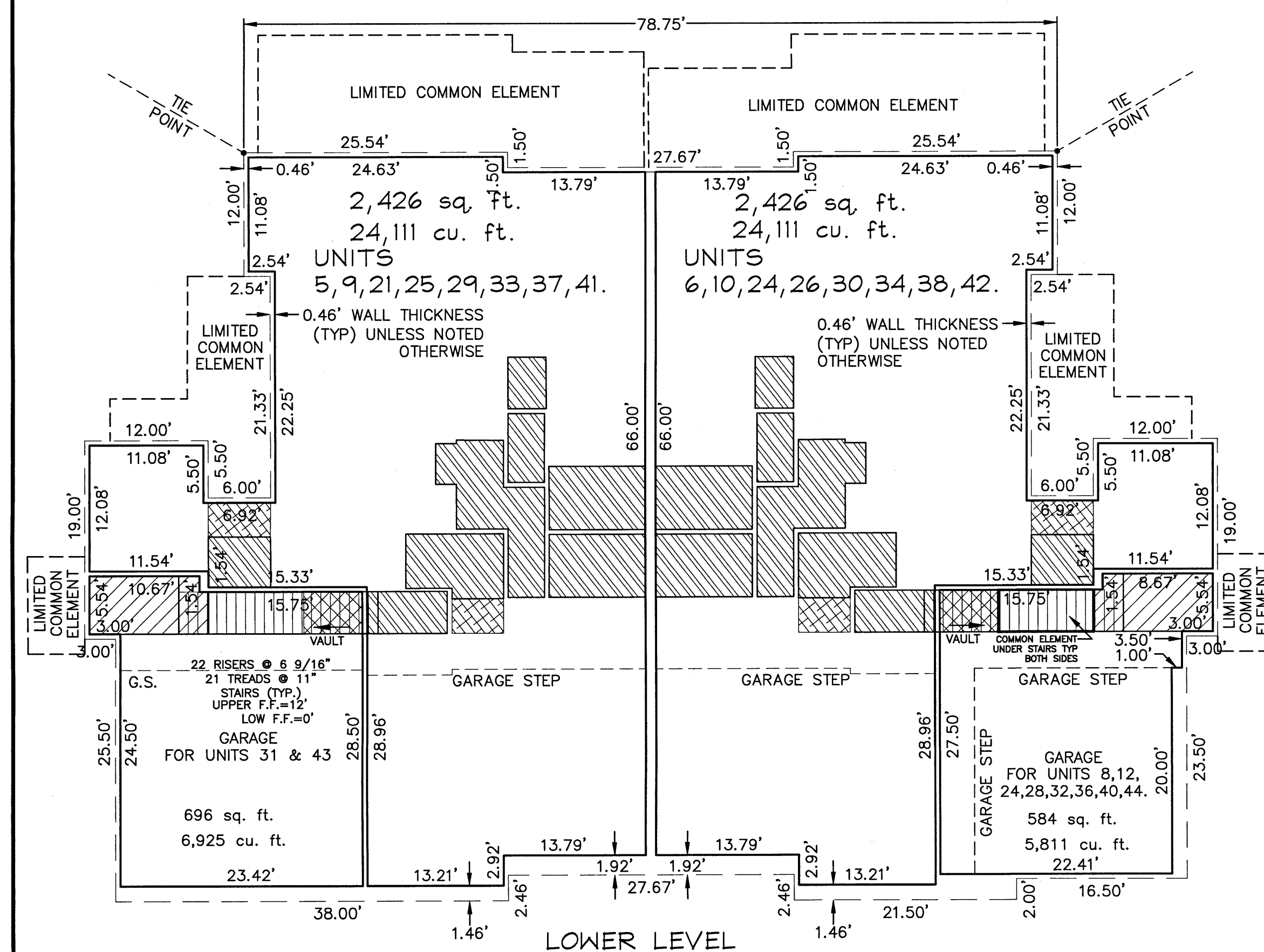
TYP. CEILING HT=10.07' A.F.F. FROM UPPER LEVEL

|           |   |
|-----------|---|
| [Pattern] | 8.0' A.F.F.                               |
| [Pattern] | 9.82' A.F.F. AT PEAK SLOPED DOWN TO 6.39' |
| [Pattern] | 9.08' A.F.F.                              |
| [Pattern] | 10.33' A.F.F.                             |

CEILING HEIGHT LEGEND  
FOR BUILDING "B" LOWER LEVEL

TYP. CEILING HT=10.07' A.F.F. FROM LOWER LEVEL

|           |              |
|-----------|--------------|
| [Pattern] | 8.0' A.F.F.  |
| [Pattern] | 9.08' A.F.F. |



LEFT SIDE TYPICAL  
FOR UNITS 5,9,  
21,25,29,33,37,41.

RIGHT SIDE TYPICAL  
FOR UNITS 6,10,  
24,26,30,34,38,42.

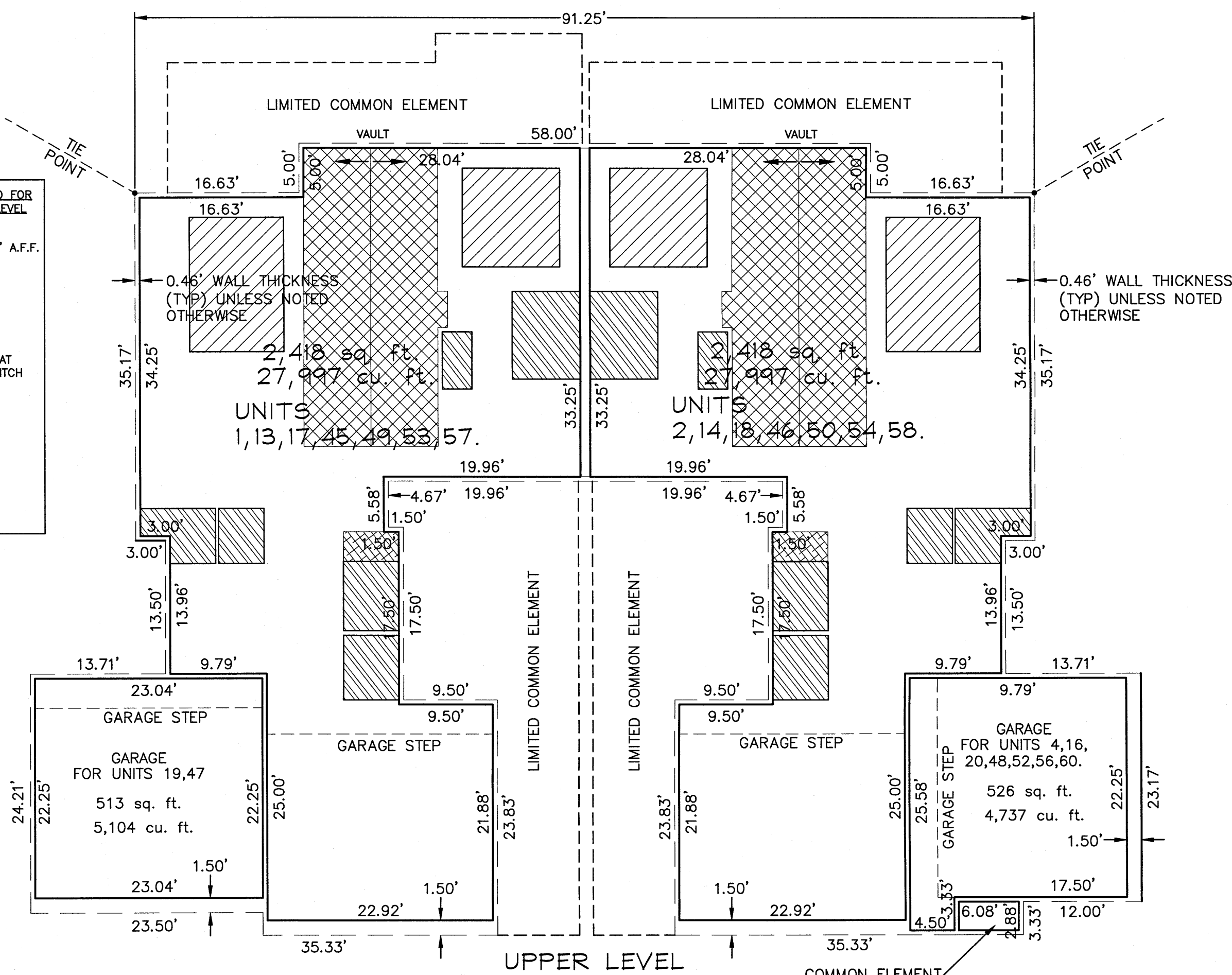
**BUILDING "A" - LOWER LEVEL FRONT LOAD GARAGE**

1"=10'

CEILING HEIGHT LEGEND  
FOR BUILDING "B" UPPER LEVEL

TYP. CEILING HT=9.96' A.F.F. FROM UPPER LEVEL

|           |  |
|-----------|--|
| [Pattern] | 8.0' A.F.F.                                    |
| [Pattern] | 12.167' A.F.F. AT RIDGE, 3:12 PITCH SLOPE DOWN |
| [Pattern] | 9.08' A.F.F.                                   |
| [Pattern] | 11.25' A.F.F.                                  |

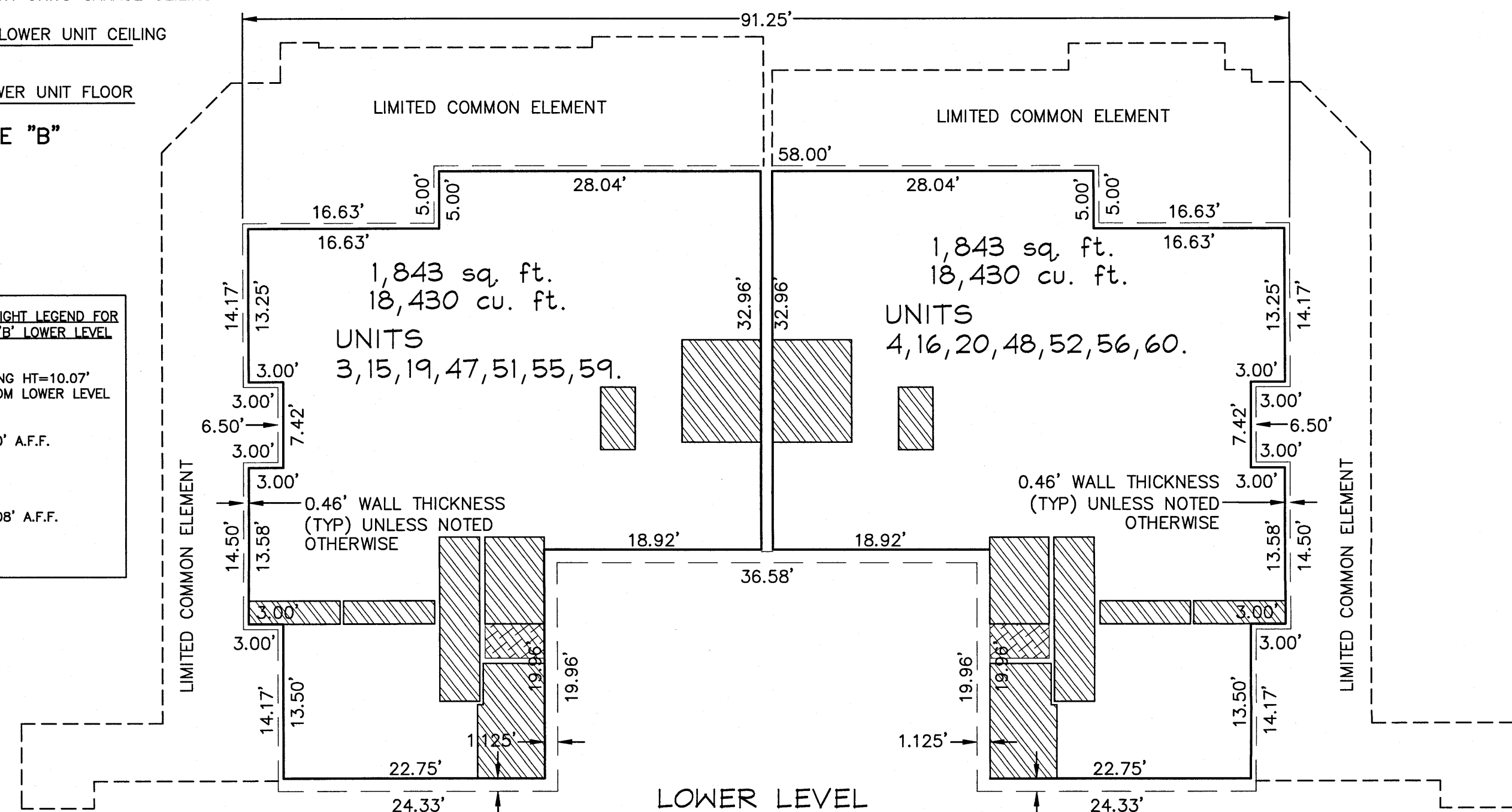


LEFT SIDE TYPICAL  
FOR UNITS 1,13,  
17,45,49,53,57.

RIGHT SIDE TYPICAL  
FOR UNITS 2,14,  
18,46,50,54,58.

**BUILDING "B" - UPPER LEVEL FRONT LOAD GARAGE**

1"=10'



LEFT SIDE TYPICAL  
FOR UNITS 3,15,  
19,47,51,55,59.

RIGHT SIDE TYPICAL  
FOR UNITS 4,16,  
20,48,52,56,60.

**BUILDING "B" - LOWER LEVEL**

1"=10'

NOTE:  
SEE ARCHITECTURAL PLANS FOR MORE DETAIL ON  
UNITS FINISH FLOORS, CEILING HEIGHTS, AND UNIT  
DIMENSIONS. SEE DECLARANTS AND CCR'S FOR  
OTHER INFORMATION.

SHEET NO. 6 OF 6

COP PROJECT # DEV 12-083

CITY/SUBDIVIDER AGREEMENT  
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and TLC Developers, LLC Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, TLC Developers LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Replat of Buildings 3-134 15 Mountain Vista Condominium @ Pine Canyon; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.
3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.
4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties herto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):

\_\_\_\_\_  
Subdivider/Title

\_\_\_\_\_  
Subdivider/Title

STATE OF ARIZONA     )  
                              ) ss  
County of Coconino )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

\_\_\_\_\_  
Notary Public

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_ in Flagstaff, Coconino County, Arizona.

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Stacey Brechler-Knaggs, Grants and Contracts Manager

**Co-Submitter:** Walt Miller

**Date:** 01/08/2018

**Meeting Date:** 01/16/2018




---

#### TITLE:

**Consideration and Approval of Grant Agreement:** Acceptance of the 2017 COPS Hiring Program Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services.

#### STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services 2017 COPS Hiring Program (CHP) for two officers in the amount of \$250,000 with a city match of \$339,571 for a grand total of \$589,571.

#### Executive Summary:

The 2017 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The Flagstaff Police Department has experienced an exponential growth of student housing that has been a challenging community issue and it will continue to cause community concern for several years. The additional officers obtained under this grant will assist the Department in moving towards an eight-squad format. This eighth squad would handle calls for service associated with the large-scale student housing properties and surrounding neighborhoods and assume our Crime Fee Multi Housing initiatives to address criminal behavior related to student housing. This squad would also be involved with various community policing projects in and around the properties.

#### Financial Impact:

The funding under this project is for the payment of two officers full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that the City pays a CHP-funded officer must be paid with local funds. The grant award is in the amount of \$250,000 and the city will be required to match \$339,571 for a grand total award of \$589,571.

|                              | <b><u>Per officer</u></b> | <b><u>Grand Total</u></b> |
|------------------------------|---------------------------|---------------------------|
| Salaries and Fringe Benefits | \$294,785.69              | \$589,571.00              |
| Federal share                | \$125,000.00              | \$250,000.00              |
| Applicant share              | \$169,785.50              | \$339,571.00              |

This grant is budgeted in FY 2018 in account number 001-04-062-6056-2-4101 in the amount of \$570,560. The City has budgeted and set aside \$430,000 in the General Fund for the city's match.

**Policy Impact:**

The Flagstaff Police Department adopts the community policing strategy and wishes to enhance community policing activities with the two new COPS officers. On May 19, 2015, the City Council approved a revised ordinance prohibiting nuisance parties/gatherings that have been determined to be a threat to the peace, health, safety or investigative follow up after the initial call. The approval of the two new officers grant for a student housing squad will permit a flexible shift assignment to allow for proper investigative follow up to be conducted, and allow officers to notify property managers and/or property owners in an effort to work together to resolve problems and reduce the numbers of incidents, repeat offenders, thus reducing the overall number of calls for service.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Council Goal: Social Justice - Advance social justice in the community.

Personnel: Attract and Retain Quality Staff (Ensure adequate public safety staffing levels)

Strategic Plan: Work in partnership to enhance a safe and livable community.

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

Yes, Council approved the 2009 COPS Recovery Hiring Grant in 10/06/2009 and the 2011 COPS Hiring Grant in 11/22/2011.

**Options and Alternatives:**

- Approve grant agreement to hire two new officers
- Do not approve grant agreement and not hire two new officers which will be detrimental to the Police Department staffing levels.

**Background/History:**

The economic downturn that began in 2008 dramatically affected many cities across our nation and Flagstaff was no exception. In 2008 the Department was required to reduce its budget by 19%. Unfortunately, the Department is still attempting to recover from this downturn with respect to patrol staffing. The Department has not been granted any new officer positions since 2008 due to continuing budget constraints and our patrol staffing levels are currently 9% below 2009 levels. Population growth since 2008 has resulted in an increase of calls for service and pent-up demand. We have seen a considerable increase in our calls for service at student housing properties.

Therefore, on June 6, 2017, the Flagstaff Police Department submitted a grant application to the COPS Hiring Program for 6 Police Officers. On November 1, 2017, the City was informed that we were awarded two officer positions(s) and \$250,000 in federal funds for a three-year award period. The local cash match required for the award is \$339,571. The need for the new officers is due to an exponential growth of student housing which has been a challenging community issue that will continue to cause a community concern for several years. Public safety, economic development, community character and affordable housing are all impacted by student housing growth. In recent years the Flagstaff Police Department (FPD) has responded to an increasing number of quality of life issues associated with crime and disorder at large student housing properties which are specifically designed and built for the students of Northern Arizona University (NAU). These student housing properties are located off of NAU's campus and the FPD is the responding agency for calls for service. The NAU Police Department has



jurisdictional boundaries dedicated to calls for service on campus. The majority of our calls for service require a substantial expenditure of police resources, both in staffing and equipment.

This grant will provide the designated uniformed police officers that will work with our citizens to reduce crime and disorder, thus improving the quality of life for all residents in and around the student housing neighborhoods.

**Key Considerations:**

The top priority for a patrol officer is responding to calls for service. In 2008 our patrol officers responded to 43,937 calls for service. In 2016 our officers responded to 46,707. This represents a 6.3% increase in calls for service. The local economic condition has been intensified by state-level reductions in shared revenue. For these reasons, the COPS Hiring grant will help close the gap by funding officers to work directed patrols in student housing neighborhoods which will allow us to address non-violent crime problems and quality of life issues.

**Expanded Financial Considerations:**

This grant is highly competitive. There were 179 total awards granted, 802 total officer positions funded and was a total amount of \$98,495,397 in 2017 CHP awards. Of the total number of awards, Arizona received 4 officers - 2 for the City of Flagstaff, Flagstaff Police Department for the problem focus area *Quality of Life Problem* and 2 for the Town of Sahuarita for the *Domestic/Family Violence* problem focus area.

**Community Benefits and Considerations:**

This grant will enable the Police Department to move towards forming a squad of officers to specifically work in and around the student housing neighborhoods and collaborate with Northern Arizona University, residents and students to improve quality of life in these areas.

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**Attachments:**     2017 COPS Hiring Grant Agreement





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

November 1, 2017

Chief of Police Kevin Treadway  
City Manager Josh Copley

Flagstaff Police Department  
911 East Sawmill Road  
Flagstaff, AZ 86001  
ORI AZ00301

Re: COPS Hiring Program award number 2017UMWX0125

Dear Chief of Police Treadway and City Manager Copley:

Congratulations on your agency's award for 2 officer position(s) and \$250,000.00 in federal funds over a three-year award period under the 2017 COPS Hiring Program (CHP). The local cash match required for this award will be \$339,571.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 90 days from the date of this letter.**

The official start date of your award is 11/01/2017. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award

amount and will also identify any disallowed costs.

Supplemental online award information for 2017 COPS CHP recipients can be found on the CHP Program page at <https://www.cops.usdoj.gov/default.asp?Item=2367>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2017 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

The FBI is retiring the current Summary Reporting System (SRS) and will transition to an all-National Incident-Based Reporting System (NIBRS) data collection system within the next 5 years. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Beginning in 2021, the FBI will no longer collect summary crime data and will only accept data in the NIBRS format. Consequently, COPS Office awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. The COPS Office encourages its award recipients to submit NIBRS data to the FBI Criminal Justice Information Services Division in a timely manner, thereby ensuring sufficient and complete crime and arrest data is available for consideration.

Once again, congratulations on your 2017 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

A handwritten signature in black ink, appearing to read 'R Washington', is written over a large, light gray 'Review Copy' watermark.

Russell Washington,  
Acting Director

Date: 11/13/2017

**Additional Award Notification**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Award Document

### *COPS Hiring Program (CHP)*

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants**  
**Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2017UMWX0125**

**ORI Number: AZ00301 OJP Vendor Number: 866000244 DUNS Number: 088302625**

**Applicant Organization's Legal Name: Flagstaff Police Department**

**Law Enforcement Executive / Agency Executive: Chief of Police Kevin Treadway**

**Government Executive / Financial Official: City Manager Josh Copley**

**Award Start Date: 11/01/2017 Award End Date: 10/31/2020 Award Amount: \$250,000.00**

**Full-Time Officers Funded: 2**

**New Hires: 2 Rehires - Previously Laid Off: 0 Rehires - Scheduled for Lay-Off: 0**

The FY 2017 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2017 COPS Hiring Program Award Terms and Conditions, the approved budget in the FCM and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Russell Washington  
Acting Director

Date: 11/13/2017

(Signature Pending)

Signature of the Program Official with the Authority to  
Accept this Grant Award

(Date Pending)

Date

(Signature Pending)

Signature of the Financial Official with the Authority to  
Accept this Grant Award

(Date Pending)

Date

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice  
*Office of Community Oriented Policing Services*  
**2017 COPS Hiring Program**  
**Award Terms and Conditions**

By signing the Award Document to accept this COPS Hiring Program (CHP) award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the applicable COPS Office Program Award Owner's Manual; COPS Office statute (42 U.S.C. §3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has

drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

**4. Supplementing, Not Supplanting.** State, local, and tribal government recipients must use CHP funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (officer hiring) during the award period. In other words, recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award (42 U.S.C. § 3796dd-3(a)).

**5. Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

**6. Modifications.** During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

**7. Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators.

**8. Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding.

**9. Award Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree

to cooperate with and respond to any requests for information pertaining to your award.

**10. Federal Civil Rights.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subrecipient, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, or disability unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279, as amended by Executive Order 13559, and the implementing regulations at 28 C.F.R. Part 38, Partnerships With Faith-Based and Other Neighborhood Organizations, which requires equal treatment of religious organizations in the funding process and prohibits religious discrimination against beneficiaries.

**11. Equal Employment Opportunity Plan (EEOEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

**12. False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

**15. System for Award Management (SAM) and Universal Identifier Requirements.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

#### I. System for Award Management and Universal Identifier Requirements

##### A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

##### B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award

term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

### C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

#### 4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

#### 5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**16. Reporting Subawards and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or

after October 1, 2010:

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received —

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.



- ii. By the end of the month following the month in which this award is made, and annually thereafter.

*c. Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

- i. in the subrecipient's preceding fiscal year, the subrecipient received —

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

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

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.

- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

*d. Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,

and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

*e. Definitions.* For purposes of this award term:

- 1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus*.

ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified*.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**17. Debarment and Suspension.** The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

**18. Employment Eligibility.** The recipient agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

**19. Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

**20. Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest.** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision.** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**24. Recipient Integrity and Performance Matters.** The Office of Management and Budget requires federal awarding agencies to include the following standard award term in all awards over \$500,000 made on or after January 1, 2016:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management

(SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

## 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1. of this award

term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## **25. Compliance with 8 U.S.C. 1373.** Authority to obligate or expend contingent on compliance with 8 U.S.C. 1373.

NOTE: This grant condition applies only to State or local government entities or to non-State or local government entities that make subawards with these funds to a State or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if — at the time of the obligation or expenditure — the "program or activity" of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information on citizenship or immigration status as described in 8 U.S.C. 1373(a) or (b), including any prohibitions or restrictions imposed or established by a State or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if — at the time of the obligation or expenditure — the "program or activity" of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information on citizenship or immigration status as described in 8 U.S.C. 1373(a) or (b), including any prohibitions or restrictions imposed by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction/For purposes of this condition, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a). Pursuant to 8 U.S.C. 1551 note, references to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

**26. Contracts and/or MOUs with other Jurisdictions.** Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

**27. Retention.** At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

**28. Community Policing.** Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

**29. Local Match.** Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period,

with the federal share decreasing accordingly.

**30. School Resource Officer (SRO) Training Requirement.** COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) basic training course no later than nine months after the date shown on the award congratulatory letter. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO basic training course. The new SRO must complete the training no later than nine months after being placed in the school.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Financial Clearance Memorandum

### *COPS Hiring Program (CHP)*

Chief of Police Kevin Treadway  
City Manager Josh Copley

Flagstaff Police Department  
911 East Sawmill Road  
Flagstaff, AZ 86001  
ORI AZ00301

Re: COPS Hiring Program award number 2017UMWX0125

Dear Chief of Police Treadway and City Manager Copley:

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 2

### Approved costs per entry-level officer, per year

|                    | <u>Year 1</u>      | <u>Year 2</u>      | <u>Year 3</u>      |
|--------------------|--------------------|--------------------|--------------------|
| <b>Base salary</b> | <b>\$46,892.00</b> | <b>\$48,392.00</b> | <b>\$49,941.00</b> |
| <b>Benefits</b>    | <b>\$47,668.23</b> | <b>\$49,807.98</b> | <b>\$52,084.48</b> |
| Social Security    | \$2,907.30         | \$3,000.30         | \$3,096.34         |
| Medicare           | \$679.93           | \$701.68           | \$724.14           |
| Health insurance   | \$9,789.00         | \$10,768.00        | \$11,845.00        |
| Life insurance     | \$0.00             | \$0.00             | \$0.00             |
| Vacation           | \$2,176.00         | \$2,246.00         | \$2,318.00         |
| Sick leave         | \$2,374.00         | \$2,450.00         | \$2,529.00         |
| Retirement         | \$28,155.00        | \$29,055.00        | \$29,985.00        |



|  |            |            |            |
|--|------------|------------|------------|
| Worker's compensation                        | \$1,056.00 | \$1,056.00 | \$1,056.00 |
| Unemployment insurance                       | \$0.00     | \$0.00     | \$0.00     |
| Other costs: Vision Insurance                | \$17.00    | \$17.00    | \$17.00    |
| Other costs: Dental Insurance                | \$398.00   | \$398.00   | \$398.00   |
| Other costs: Accidental Death and Disability | \$116.00   | \$116.00   | \$116.00   |

### Approved total project costs

|                                 | <u>Per officer</u> | <u>Grand total</u> |
|---------------------------------|--------------------|--------------------|
| Salaries and fringe benefits    | \$294,785.69       | \$589,571.00       |
| Federal share                   | \$125,000.00       | \$250,000.00       |
| Applicant share                 | \$169,785.50       | \$339,571.00       |
| Local match waiver not granted. |                    |                    |

### Notes:

N/A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## **Award Document Supplement**

### ***COPS Hiring Program (CHP)***

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

#### **Special Award Conditions**

##### **Advancing Department of Justice Priority Crime Problem Awards**

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2017 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

#### **Memorandum of Understanding Requirement**

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2017 CHP award, recipients using CHP funding to hire and/or deploy School Resource

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
  - ✦ The purpose of the MOU
  - ✦ Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
  - ✦ Information sharing
  - ✦ Supervision responsibility and chain of command for the SRO
  - ✦ Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Gary Miller, Development Engineer  
**Co-Submitter:** Rick Barrett  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE:**

**Consideration and Adoption of Ordinance No. 2018-07:** An ordinance of the City Council of the City of Flagstaff, amending Title 8 of the Flagstaff City Code, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, relating to wireless facilities in the right-of-way; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date; and

**Consideration and Adoption of Resolution No. 2018-01:** A resolution of the City Council of the City of Flagstaff, Arizona, approving licensing, standard terms, and standard design requirements all relating to wireless facilities and poles in the right-of-way; and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the January 16, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-07 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Consider Resolution No. 2018-01 (discussion only)

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2018-07
- 4) Read Resolution No. 2018-01 by title only
- 5) City Clerk reads Resolution No. 2018-01 by title only (if approved above)
- 6) Adopt Resolution No. 2018-01

**Executive Summary:**

In 2017 the State Legislature adopted a new law, A.R.S. Section 9-591 et seq. which is effective February 9, 2018. The law allows wireless communication providers to collocate "small wireless facilities" on utility poles in local public rights-of-way without zoning review, so long as the facilities do not exceed 40 feet in height (or 50 feet if there is a nearby pole of this height). The facilities may be collocated on street light poles, traffic signal poles, or other utility poles. The law also provides that monopoles may be located in the right-of-way, subject to zoning review and approval. The proposed ordinance and resolution will establish a licensing process for facilities in the right-of-way, along with standard terms and conditions, design standards.

**Financial Impact:**

The City will incur indirect administrative costs related to allowing collocated wireless facilities in the right-of-way. The new law allows the City to charge nominal application and use fees. The proposed fees have been advertised on the City website pursuant to A.R.S. Section 9-499.15. The proposed fees and data to support the fees are attached. The City originally posted a notice on December 1, 2017; however, due to a posting glitch the notice was reposted on January 4, 2018. Therefore, the earliest the fees may be adopted is at the March 6, 2018 Council meeting and a resolution to adopt the fees will be brought forward at that time.

**Policy Impact:**

The City policy of requiring undergrounding of utility facilities will be changed to the extent necessary to comply with law.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Improving cell phone/internet networks in the City, and adopting standards for locating wireless facilities in the right-of-way may further the following:

Council Goals: ECONOMIC DEVELOPMENT: Strengthen and grow a more resilient economy.

Regional Plan 2030:

Economic Development - Policy ED.2.4., 3.9, 7.5

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

There has been no previous Council decision on this topic.

**Options and Alternatives:**

1. Approve documents as presented, and select one of the following options:
  - Ordinance option 1: Monopoles subject to full zoning review. (Pro: Allowed by law.)
  - Ordinance option 2: Monopoles subject to zoning review, but not a conditional use permit. (Pro: streamlined process.)
2. Direct staff to modify the documents presented.
3. Postpone approval to gather more information or public comment. (Con: City risks noncompliance with the new law.)

**Background/History:**

The new law provides that:

- "Small wireless facilities" may be located in the right-of-way without zoning review, so long as the facilities are collocated on a utility pole and the facilities do not exceed 40 feet in height, or up to 50 feet in height if there are taller poles within 500 feet.
- Monopoles may be located in the right-of-way subject to zoning review, i.e. existing zoning and design standards.

The City may require the facilities to comply with applicable codes (such as building codes); regulations to protect public safety (including compliance with federal radio frequency emissions standards); objective design standards; reasonable stealth and concealment requirements; and reasonable spacing requirements (such as utility clearances).

If a wireless provider seeks to collocate on a City streetlight or traffic signal pole, the provider will need to pay for and erect a replacement pole, certified by a third party engineer for structural integrity.

The proposed Ordinance No. 2018-07:

Amends City Code Chapter 8-09, *Utility Poles and Wires*, to require licensing for wireless facilities in the right-of-way.

The proposed Resolution No. 2018-01:

Approves a form of license (Exhibit A)(City will be modifying Chandler's form for the February 6 meeting);

Adopts standard terms and conditions (Exhibit B)(City will be modifying Chandler's terms for the February 6 meeting);

Adopts design standards for small wireless facilities (Exhibit C)(City has prepared its own standards).

City staff is preparing a form of license and standard terms and conditions based on the Chandler forms which are attached. The City forms should be ready for adoption on February 6, 2018.

City staff is not planning to amend the Zoning Code. Right-of-way is not considered to be zoned. By virtue of the new law the City will extend its zoning requirements to any application for a monopole in the right-of-way. There are extensive zoning requirements for monopoles in the existing zoning code. See attached zoning requirements.

#### **Community Benefits and Considerations:**

As additional wireless facilities are constructed, there will be increased technical capacity to provide wireless internet and cell phone services at the level sought by the community.

#### **Community Involvement:**

The City's proposed licensing process, standard terms, design standards, and fees for the wireless facilities are similar to what other cities in the Phoenix metropolitan area are adopting. The cities have been working together to implement the law and have received comments from wireless industry representatives such as Verizon and Mobilitie.

City staff has met with a citizen who is concerned about radio frequency (RF) emissions from wireless facilities. The City will require compliance with federal RF emission standards, but may not impose more restrictive standards.

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**Attachments:**    [Res. 2018-01](#)  
                          [Res Exhibit A Chandler license](#)  
                          [Res Exhibit B Chandler terms](#)  
                          [Res Exhibit C Standards](#)  
                          [Ord. 2018-07](#)  
                          [Res Exhibit D Fee schedule](#)  
                          [Data to support fee](#)  
                          [Zoning for wireless facilities](#)

## RESOLUTION NO. 2018-01

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, APROVING LICENSING, STANDARD TERMS, STANDARD DESIGN REQUIREMENTS, ALL RELATING TO WIRELESS FACILITIES AND POLES IN THE RIGHT OF WAY; AND ESTABLISHING AN EFFECTIVE DATE

#### RECITALS:

WHEREAS, pursuant to A.R.S. § 9-592(E) the City of Flagstaff is required to establish and make available rates, fees and terms for the construction, installation, mounting, maintenance, modification, operation or replacement of a utility pole or monopole by a wireless provider in a right-of-way by February 9, 2018 or within three (3) months of receiving the first request by a wireless provider, whichever is later; and

WHEREAS, the City is separately updating Chapter 8-09, *Utility Poles and Wires*, to provide for licensing in accordance with law; and

#### ENACTMENTS:

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

##### SECTION 1. Approval of License Form and Terms; Delegation of Authority

The City Council hereby approves the following documents:

Exhibit A      Form of Master License

Exhibit B      Standard Terms for Wireless Facilities in the Right-of-Way

The City Engineer or his or her designee is authorized to execute licenses for use of the right-of-way for wireless facilities and to issue small wireless facilities site permits on behalf of the City in substantially the same form as approved herein. If a wireless provider requests different terms than those approved herein, the City Engineer in consultation with the City Attorney or his or her designee may authorize minor deviations upon a showing of good cause, or may refer the request to Council for consideration.

##### SECTION 2. Adoption of Standard Design Requirements for Small Wireless Facilities in the Right-of-Way

The City Council hereby adopts the following:

Exhibit C      Standard Design Requirements for Small Wireless Facilities in the Right-of-Way

Any permit issued for wireless facilities or poles in the right-of-way will be subject to all applicable federal, state and local regulations and codes as well as the Standard Design Requirements for Small Wireless Facilities.

SECTION 3. Effective Date.

This resolution shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Attachments:  
Exhibits A, B, C



**EXHIBIT A  
FORM OF MASTER LICENSE**

**EXHIBIT B**  
**STANDARD TERMS FOR WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

**EXHIBIT C  
STANDARD DESIGN REQUIREMENTS FOR  
SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

## EXHIBIT A

COC License # \_\_\_\_\_

Wireless Provider's Name:

\_\_\_\_\_

Wireless Provider's Internal Site Name:

\_\_\_\_\_

### **WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT**

THIS WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT (the "License Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chandler, an Arizona municipal corporation ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Wireless Provider"), effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **RECITALS**

- A. The City of Chandler "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").
- B. City holds interests in parcels of land (the "Street Parcels") comprising street Right-of-way within the City of Chandler.
- C. This License Agreement allows Wireless Provider to use certain limited portions of City's specific Street Parcels pursuant to an approved Wireless Facilities Site Permit.
- D. The portions of the Street Parcels that this Agreement allow Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached to each Wireless Facilities Site Permit Application.
- E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on each Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawings (the "Site Plans") attached to each Wireless Facilities Site Permit ("Site Permit"). Notwithstanding anything in this License Agreement to the contrary, the Communications Equipment excludes any item not shown on the approved Site Plan.
- F. The volume of the Enclosure and the above ground portion of its pad shall be as shown in the Site Plan incorporated into each Site Permit Application and shall be limited as stated on that Site Plan.

## EXHIBIT A

G. The Street Parcel in each Site Permit Application shall state whether it is currently improved with an electrical, traffic signal, street light, or antenna support pole (the "Pole") which is owned by City ("Pole Owner"), and the approximate height of the pole.

H. In the Site Permit Application, the Wireless Provider will indicate whether it proposes to use the existing Pole, replace the existing Pole, or install a new Pole that City or Wireless Provider will own. If the pole is owned by a third-party, the Wireless Provider shall provide documentation confirming Pole Owner's consent for Wireless Provider's use of the Pole.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project") for each site.

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline") for each Site Permit.

K. City desires to grant to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this License Agreement and as specified in each specific Site Permit granted pursuant to this License Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

### I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Recitals and Standard Terms Incorporated. The Standard Recitals and the Standard Terms are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before submitting any Site Permit Application authorized by this License Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

## EXHIBIT A

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider's use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before submitting any Site Permit Application authorized by this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains City's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the Chandler City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or

## EXHIBIT A

alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this License Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Chandler or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. Permitted Uses. City hereby grants to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this License Agreement and as specified in each specific Site Permit granted pursuant to this License Agreement.

3. Annual Blanket Encroachment Permit for Incidental Work at a Site: On or before January 1 of each calendar year, the Wireless Provider shall submit an application for a Blanket Encroachment Permit to perform incidental and routine maintenance work at any site in the City's Right-of-way. The Blanket Encroachment Permit shall only cover such activities as checking and inspecting communications equipment and antennas, changing circuit packs and cards, cleaning the cabinets and immediate area, and other similar activity. The Blanket Encroachment Permit does not include any work that requires the replacement of cabinets, antennas, or communications equipment, or any excavation within the Boundary Plan use area.

4. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Manager.

5. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

5.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_.

5.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

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EXHIBIT A

5.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

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EXECUTED as of the date first given above.

**CITY:**

**CITY OF CHANDLER,**  
an Arizona municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Regulatory Affairs Manager

**WIRELESS PROVIDER:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_



## Exhibit B

### WIRELESS FACILITIES STANDARD TERMS AND CONDITIONS

The Wireless Facilities Standard Terms and Conditions ("Standard Terms") are made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the City of Chandler, an Arizona municipal corporation ("City").

#### STANDARD RECITALS

A. Various laws (the "Telecommunications Laws") authorize City to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

- 1) Chapter 46 of the Chandler City Code entitled "Encroachments and Other Uses in the Public Right-of-Way" (the "Street Code"). Chandler City Code, Sec. 46-10, applies to a Wireless Provider, as defined in A.R.S. §9-591(26) ("Wireless Provider").
- 2) The Chandler City Charter.
- 3) A.R.S. §§ 9-581 through 9-583, §§ 9-591 through 9-599 and other state and federal statutes.
- 4) The Constitution of the State of Arizona.
- 5) Other applicable federal, state and local laws, codes, rules and regulations.
- 6) City's police powers, its authority over public Right-of-way, and its other governmental powers and authority.

B. City owns public street and alley rights-of-way and public utility easements within the boundaries of the City of Chandler that are designated for use by utility companies for installation, operation and repair of water, electrical and other utilities pursuant to franchises, licenses or other agreements between utility companies and City (collectively the "Right-of-way").

C. City anticipates that one or more Wireless Providers may desire to locate antennas and immediately related equipment at various ("the Sites") within the Right-of-way.

D. The Standard Terms become effective as to each site as they are incorporated in the Wireless Provider Right-of-way License Agreement ("License Agreement") by reference. Except as otherwise stated, each License Agreement stands on its own.

E. The purpose of these Standard Terms is to:

- 1) Promote uniformity in the License Agreements and Wireless Facilities Site Permits ("Site Permits").

- 2) Streamline the preparation and administration of the License Agreement and Site Permits.

F. Because City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of Wireless Facilities, Wireless Providers shall be required to provide poles designed to support these facilities to replace existing poles prior to attaching Wireless Facilities.

## STANDARD TERMS

### I. DEFINITIONS

1. Definitions. For the purposes of the Standard Terms:

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"Base Use Fee" means the amount that the Company shall pay to City for each year of this license for use of City Right-of-way and City-owned Pole, as set out in the current fee schedule.

"Communications Equipment" means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider's network.

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities which may be located within the Right-of-way. The Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Wireless Provider to perform work in the Right-of-way and to install and operate improvements in the Right-of-way.

"FCC" means the Federal Communications Commission.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"Ordinary Permit Use Fee" means the City's encroachment permit application, review and other fees related to the issuance of the permit.

"RF" means radio frequency.

"RF Letter" means a letter attesting to the Wireless Provider's compliance with FCC RF exposure guidelines from the Wireless Provider's senior internal engineer.

"Right-of-way" as defined for wireless sites in A.R.S. §9-591(18) means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the

Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

“Site Documents” means the depiction of the use area, schematic plans and map showing location of the installation of the Wireless Facility in the Right-of-way, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

“Small Wireless Facility” as defined in A.R.S. §9-591(19), means a Wireless Facility that meets both of the following qualifications:

- (a) All antennas are located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna’s exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet in volume.
- (b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
  - (i) An electric meter.
  - (ii) Concealment elements.
  - (iii) A telecommunications demarcation box.
  - (iv) Grounding equipment.
  - (v) A power transfer switch.
  - (vi) A cutoff switch.
  - (vii) Vertical cable runs for the connection of power and other services.

“Supplemental Parcel Agreement” means an agreement authorizing the Wireless Provider to use property outside of the City’s Right-of-way.

“Third Party Areas” means the portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party.

“Violation Use Fee” means the types of fees that the City has available to remedy certain breaches of the License Agreement by a Wireless Provider.

“Wireless Facility” as defined in A.R.S. §9-591(22):

- (a) Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:
  - (i) Equipment associated with wireless communications.
  - (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

- (b) Includes small wireless facilities.
- (c) Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.
- (d) Does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

“Wireless Facilities Site Permit”, also referred to herein as “Site Permit”, means the permit authorizing the installation of Wireless Facilities at a specific site in the City’s Right-of-way.

“Wireless Infrastructure Provider” as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service provider. Wireless Infrastructure Provider does not include a special taxing district.

“Wireless Provider” as defined in A.R.S. §9-591(24) means a Cable Operator, Wireless Infrastructure Provider or Wireless Services Provider.

“Wireless Provider Right-of-way License Agreement”, also referred to herein as “License Agreement”, means the license that incorporates the Standard Recitals and the Standard Terms for Wireless Providers to install and operate Wireless Facilities in the City’s Right-of-way.

“Wireless Provider’s Improvements” means all improvements installed by the Wireless Provider, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Wireless Provider in the approved License Agreement.

“Wireless Services” as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

“Wireless Services Provider” as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Provider does not include a special taxing district.

“Wireless Support Structure” as defined in A.R.S. §9-591(27):

- (a) Means:
  - (i) A freestanding structure, such as a monopole.
  - (ii) A tower, either guyed or self-supporting.
  - (iii) A sign or billboard.
  - (iv) Any other existing or proposed structure designed to support or capable of supporting small wireless facilities.
- (b) Does not include a utility pole.

## II. USE AREAS

2. Authority to Use Right-of-way. Upon approval of a License Agreement, City grants to Wireless Provider the right to install Wireless Facilities in the City's Right-of-way upon issuance of a Site Permit for each Use Area as set forth below:

2.1 Limitations. Notwithstanding anything herein to the contrary, the Use Areas include and are limited to only certain areas that Wireless Provider is permitted to exclusively use and occupy (the "Exclusive Areas") and certain areas that Wireless Provider is permitted to use on a shared basis (the "Shared Areas"). The Use Areas are defined by the Boundary Plan.

2.2 Use Areas Boundary. The Use Areas is the smallest geometric shape that includes the Exclusive Areas and the Shared Areas. The Use Areas excludes other parts of the Street Parcel and all other land. Wireless Provider shall not occupy or use any other portion of the Street Parcel or adjoining lands. An approved License Agreement or an issued Site Permit does not allow any use of land outside the Street Parcel. If any portion of Wireless Provider's work, improvement or equipment is to be located on other land, then such work, improvements and equipment are prohibited unless Wireless Provider first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements and equipment (a "Supplemental Parcel Agreement").

2.3 Exclusive Areas. The Exclusive Areas are limited to the following, if and as defined by the Boundary Plan:

2.3.1 The land area defined as "Enclosure" on the Boundary Plan to be used by Wireless Provider solely for the enclosure housing the electronic ground equipment shown on the Site Plan (the "Enclosure"). Such area is confined to the actual area occupied by the exterior structure and the interior of the enclosure. If the Boundary Plan does not show a clearly defined and correctly labeled "Enclosure" area, then no enclosure area is available for Wireless Provider's use under an issued Site Permit and any enclosure for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.3.2 The area on the Pole defined as "Antennas" on the Boundary Plan to be used by Wireless Provider solely for mounting the Antennas. Such area is confined to the City approved elevations and locations actually occupied by the Antennas and their supporting brackets. If the Boundary Plan does not show a clearly defined and correctly labeled "Antennas" area, then no main antennas area is available for Wireless Provider's use under an issued Site Permit and any main antennas for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.4 Shared Areas. Shared Areas are limited to the following areas, if and as defined by the Boundary Plan:

2.4.1 A motor vehicle Parking space (the "Parking Space") at the "Parking Space" location described on the Boundary Plan to be used by Wireless Provider solely for parking a service vehicle to service the Communications Equipment and for ingress and egress to that Parking Space.

2.4.2 No temporary construction area is provided by these Standard Terms or an issued Site Permit. Wireless Provider must obtain from City a separate written document giving Wireless Provider permission to work in the Right-of-way, as described elsewhere herein.

2.4.3 An underground cable route (the "Signal Route") labeled as the "Signal Route" described on the Boundary Plan from the Enclosure to the Antenna to be used by Wireless Provider solely for underground radio frequency lines between the Enclosure and the Antenna. Notwithstanding the preceding sentence, the portion of the Signal Route upon the Pole shall not be underground but shall be within the Pole. If the Boundary Plan does not show a clearly defined and correctly labeled "Signal Route" area, then no signal route area is available for Wireless Provider's use under these Standard Terms or an issued Site Permit and any signal route for Wireless Provider's use must be located outside the Street Parcel and authorized by a Supplemental Parcel Agreement.

2.5 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone or other service routes, if any. (Use of the public street Right-of-way or public utility easements for these purposes, if any, is governed by normal City Right-of-way rules and policies and by the franchise between the City and the electrical and telephone service providers.)

2.6 Rights in Adjacent Land. Wireless Provider's rights are expressly limited to the real property defined as the "Use Areas" in an issued Site Permit. Without limitation, in the event any public Right-of-way or other public or private property at or adjacent to the Use Areas is owned, dedicated, abandoned or otherwise acquired, used, improved or disposed of by City, such property shall not accrue to Wireless Provider but shall be City's only.

2.7 Variation in Area. In the event the Use Areas consist of more or less than any stated area, Wireless Provider's obligations hereunder shall not be increased or diminished.

2.8 Condition of Title. Wireless Provider shall not have power to amend, modify, terminate or otherwise change the Site Documents or create new Site Documents.

2.8.1 City does not warrant its own or any other person's title to or rights to use the Use Areas or any other property.

2.8.2 Wireless Provider shall pay, indemnify, defend and hold harmless City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Wireless Provider's non-compliance with the Site Documents.

2.9 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

2.10 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Wireless Provider's rights herein are limited to use and occupation of the Use Areas for the Permitted Uses. Wireless Provider's rights in the Use Areas are limited to the specific rights created herein as an approved License Agreement.

2.11 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from an issued Site Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of

real and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

2.11.1 Competing Users. Wireless Provider accepts the risk that City and others (the “Competing Users”) may now or in the future install their facilities in the Use Areas in locations that make parts of the Right-of-way unavailable for Wireless Provider’s use.

2.11.2 Competing Activities. Wireless Provider accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the “Competing Activities”). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the Right-of-way or existing or proposed uses of adjoining or nearby land:

2.11.2.1 All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

2.11.2.2 All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances.

2.11.2.3 All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances.

2.11.2.4 All other uses of the Right-of-way that City may permit from time to time.

2.11.3 City’s Rights Cumulative. All of City’s Reserved Rights under various provisions of these Standard Terms, approved License Agreements, and issued Site Permits herein shall be cumulative to each other.

2.11.4 Use Priorities. These Standard Terms do not grant to Wireless Provider or establish for Wireless Provider any exclusive rights or priority in favor of Wireless Provider to use the Use Areas. Wireless Provider shall not obstruct or interfere with or prevent any Competing User from using the Use Areas.

2.11.5 Regulation. City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Wireless Provider to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Areas:

2.11.5.1 All timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities.

2.11.5.2 All other factors City may consider relevant, whether or not mentioned in these Standard Terms, approved License Agreements, and issued Site Permits.

2.11.5.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

2.11.6 Communications Equipment Relocation. Upon one hundred eighty (180) days' notice from City, Wireless Provider shall temporarily or permanently relocate or otherwise modify the Communications Equipment Relocation (the "Relocation Work") as follows:

2.11.6.1 Wireless Provider shall perform the Relocation Work at its own expense when required by City's city manager or designee.

2.11.6.2 The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Communications Equipment.

2.11.6.3 City may perform any part of the Relocation Work that has not been performed within the allotted time. Wireless Provider shall reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Wireless Provider's, City's or others' facilities, but will in good faith assist Wireless Provider to find a new location and to expedite the approval process.

2.11.6.4 City and not Wireless Provider shall be entitled to use any of Wireless Provider's facilities that are abandoned in place or that are not relocated on City's request.

2.11.6.5 All Relocation Work shall be subject to and comply with all other provisions of the License Agreement.

2.11.7 Disruption by Competing Users. Neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider, its customers or third parties for any service disruption or for any other harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

2.11.8 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies if City's city manager or designee deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Wireless Provider's Network Operations Center. In such event, neither City nor any agent, contractor or employee of City shall be liable to Wireless Provider or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City shall consult with Wireless Provider in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Communications Equipment. In any event, City shall inform Wireless Provider after such actions. Wireless Provider's work to repair or restore the Communications Equipment shall be Relocation Work.

2.11.9 Public Safety. If the Communications Equipment or any other Wireless Provider equipment, improvements or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or without the Use Areas, or to City's ability to safely and conveniently operate the Right-of-way or



perform City's utility, public safety or other public health, safety and welfare functions, then Wireless Provider shall immediately remedy the hazard, comply with City's requests to secure the Street Parcel, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Wireless Provider's work crews shall report the Use Areas within four (4) hours of any request by City under this paragraph (the "Safety Paragraph").

2.12 Third Party Permission. There may be portions of the Right-of-way, such as canal crossings or other areas that for any reason have limited Right-of-way dedications or that have regulatory use restrictions imposed by a third party ("Third Party"). Areas subject to such restrictions or regulations by Third Parties are referred to as "Third Party Areas" and communications equipment may not be built without permission from the Third Party or Third Parties that have property rights or regulatory authority over a specific Third Party Area. Wireless Provider's right to use any Use Areas shall be suspended, but not its obligations with respect thereto, during any period that a Third Party Permission is not in effect.

### III. TERM OF LICENSE AGREEMENTS

3. Term of Agreement. The term of each License Agreement shall be as follows:

3.1 Original Term. The original term of a License Agreement shall be for a period of ten (10) years commencing on the effective date stated therein, and the terms of all related Site Permits shall be subject to the same term as the approved License Agreement.

3.2 Extensions. The term of each License Agreement may be extended as follows:

3.2.1 The term of each License Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Wireless Provider, which either may withhold in its sole and absolute discretion.

3.2.2 Both City and Wireless Provider shall be deemed to have elected to extend unless City or Wireless Provider, respectively, gives notice to the contrary to the other at least ninety (90) days prior to the end of the original term or the current extension.

3.2.3 The second term shall begin ten (10) years plus one (1) day after the initial effective date.

3.3 Holding Over. In any circumstance whereby Wireless Provider would remain in possession or occupancy of the Use Areas after the expiration of the approved License Agreement and issued Site Permits, (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of the approved License Agreement and issued Site Permits, but shall only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Wireless Provider, or by Wireless Provider upon sixty (60) days' notice to City.

3.4 City's Right to Cancel. Notwithstanding anything contained herein to the contrary, City shall have the unconditional right, with or without cause, to terminate any Site Permit for reasons including but not limited to street widening, Right-of-way abandonment, or development that may impact the location of the site, upon one hundred eighty (180) days' notice given at any time after the first one hundred eighty (180) days. City shall assist Wireless Provider in locating a new site for the facility and expedite the process.

3.5 Wireless Provider's Right to Cancel. Wireless Provider shall have the unilateral right to terminate any Site Permit without cause upon thirty (30) days' written notice. Wireless Provider has no right to terminate any time after an event of default by Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

#### IV. WIRELESS PROVIDER'S PAYMENTS

4. Wireless Provider's Payments. Wireless Provider shall make payments to City as follows:

4.1 Use Fee Items. Wireless Provider shall pay to City each of the following separate and cumulative amounts (collectively the "Use Fee"):

4.1.1 An annual amount (the "Base Use Fee").

4.1.2 An amount (the "Ordinary Permit Use Fee") based on Wireless Provider's permit review and other costs as set out below.

4.1.3 An amount (the "Violation Use Fee") based on certain breaches by Wireless Provider of the License Agreement as set forth in Section 9.3 herein.

4.1.4 All other amounts required by the License Agreement.

4.2 Base Use Fee Amount. The amount of Base Use Fee Wireless Provider shall pay to City for each year of this Agreement shall be the total of all applicable fee line items for wireless communications facilities (including without limitation "antenna base fee" and "ground equipment fee", as applicable) as set out in the then current fee schedule as it may be amended from time to time by City's city council.

4.3 Ordinary Permit Use Fee Amount. The amount of the Ordinary Permit Use Fee shall be the total amount of all applicable ordinary fees payable to City for City's review of plans, issuance of permits, and inspection of Wireless Provider's work upon the Use Areas (including, without limitation, encroachment permits) as set out in the then current fee schedule as it may be amended from time to time by City's city council. The Permit Use Fee for Small Wireless Facilities as defined in A.R.S. § 9-591(19) shall be Seven Hundred Fifty Dollars (\$750) and the Permit Use Fee for wireless sites under A.R.S. § 9-594 shall be One Thousand Dollars (\$1,000).

4.4 Use Fee Cumulative. All items of Use Fee shall be cumulative and separate from each other.

4.5 Use Fee Schedule. Wireless Provider shall pay Base Use Fee and Ordinary Permit Use Fee at the times and in the amounts specified by City's normal processes for Base Use Fee and Ordinary Permit Use Fee.

4.6 Letter of Credit. The Initial Letter of Credit amount shall be based upon the Wireless Provider's good faith projection of the number of sites to be constructed within the City of Chandler during the current calendar year. The Initial Letter of Credit shall be received by the City before any construction and encroachment permits are issued as follows:

4.6.1 The amount of the letter of credit shall be as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) wireless sites; Sixty Thousand Dollars (\$60,000) for eleven (11) to twenty (20) wireless sites; One Hundred Five Thousand Dollars (\$105,000) for twenty one (21) to thirty five (35) wireless sites; One Hundred Eighty Thousand Dollars (\$180,000) for thirty six (36) to sixty (60) wireless sites; Three Hundred Thousand Dollars (\$300,000) for sixty one (61) to one hundred (100) wireless sites; Four Hundred Fifty Thousand Dollars (\$450,000) for one hundred one (101) to one hundred fifty (150) wireless sites; Six Hundred Seventy Five Thousand Dollars (\$675,000) for one hundred fifty one (151) to two hundred twenty five (225) wireless sites; One Million Fifty Thousand Dollars (\$1,050,000) for two hundred twenty six (226) to three hundred fifty (350) wireless sites; One Million Five Hundred Thousand Dollars (\$1,500,000) for three hundred fifty one (351) to five hundred (500) wireless sites; Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) for five hundred one (501) to seven hundred fifty (750) wireless sites; and Three Million Dollars (\$3,000,000) for seven hundred fifty one (751) to one thousand (1,000) wireless sites. If the number of Wireless Provider's wireless sites is more than one thousand (1,000), the Three Million Dollar (\$3,000,000) letter of credit shall remain in effect and the letter of credit for the wireless sites in excess of one thousand sites shall be calculated using the schedule provided in this subsection.

4.6.2 The City will determine at least once annually if the number of Wireless Provider's wireless sites that are licensed require that the letter of credit be upgraded to a higher amount. If City requires a new letter of credit, it shall provide formal notice in writing to the Wireless Provider. The Wireless Provider must provide the new letter of credit within 45 days of receiving written notice.

4.6.3 The letter of credit is a security deposit for Wireless Provider's performance of all of its obligations under these Standard Terms within the City of Chandler.

4.6.4 The letter of credit shall meet the requirements listed on Attachment "C" attached hereto.

4.6.5 Wireless Provider shall provide and maintain the letter of credit during the entire term of the License Agreement as follows:

4.6.5.1 Wireless Provider shall cause the original letter of credit to be delivered to City's Regulatory Affairs Manager.

4.6.5.2 Wireless Provider shall pay all costs associated with the letter of credit, regardless of the reason or manner such costs are required.

4.6.5.3 Within ten (10) business days after City gives Wireless Provider notice that City has drawn on the letter of credit, Wireless Provider shall cause the letter of credit to be replenished to its prior amount.

4.6.6 City may draw on the letter of credit upon any Event of Default, and in the following circumstances whether or not they are an Event of Default:

4.6.6.1 Wireless Provider fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by these Standard Terms.

4.6.6.2 Wireless Provider fails to make monetary payments as required by these Standard Terms.

4.6.6.3 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

4.6.7 City shall also have such additional rights regarding the letter of credit as may be provided elsewhere in the License Agreement.

4.7 Late Fees. Use Fee is deemed paid only when City actually receives good cash payment. Should any Use Fee not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100). Furthermore, any Use Fee that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1 ½ %) per month from the date the amount first came due until paid. Wireless Provider expressly agrees that the foregoing represent fair and reasonable estimates by City and Wireless Provider of City's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Use Fee. City shall have the right to allocate payments received from Wireless Provider among Wireless Provider's obligations.

4.8 Use Fee Amounts Cumulative. All amounts payable by Wireless Provider hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Chandler or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

## V. USE RESTRICTIONS

5. Use Restrictions. Wireless Provider's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions:

5.1 Permitted Uses. Wireless Provider shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas.

5.2 Enclosure Use. Wireless Provider shall use the Enclosure solely for locating utility cabinets and housing the Communications Equipment used for the Antennas.

5.3 Small Wireless Facility. Wireless Provider may install a Small Wireless Facility, as defined in A.R.S. 9-591(19), to be limited to:

5.3.1 All antennas, including the antenna's exposed elements, are located inside an enclosure of not more than six (6) cubic feet in volume, and

5.3.2 All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume.

5.3.3. The following ancillary equipment is not included in the equipment volume: electric meter, concealment elements, telecom demarcation box, grounding equipment, power transfer switch, cutoff switch, and vertical cable runs.

5.4 Communications Operations Restriction. Wireless Provider shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Wireless Provider shall immediately discontinue using the equipment, methodology or technology that causes the interference until Wireless Provider takes corrective measures to alter the Communications Equipment to eliminate such interference. Any such corrective measures shall be made at no cost to City. Wireless Provider shall give to City notice containing a list of the radio frequencies Wireless Provider is using at the Use Areas and shall give notice to City of any change in frequencies.

5.5 Other Equipment. Wireless Provider shall not disturb or otherwise interfere with any other antennas or other equipment City may have already installed or may yet install upon the Street Parcel.

5.6 Signs. All signage is prohibited except in compliance with the following requirements:

5.6.1 Wireless Provider shall install and thereafter maintain the following signs and other markings as reasonably determined by City from time to time:

5.6.1.1 All signs and markings required for safe use of the Use Areas by City, Wireless Provider and other persons who may be at the Use Areas at any time for any reason.

5.6.1.2 Any signage City may request directing parking, deliveries and other vehicles and other users to comply with the License Agreement.

5.6.1.3 Warning signs listing only Wireless Provider's name, permanent business address, telephone number, emergency telephone number, and any information required by law.

5.6.2 All signage not expressly allowed by these Standard Terms is prohibited.

5.6.3 The location, size, content and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall comply with City's sign programs as the same may change from time to time. Wireless Provider shall update signs as required to comply with changes in the applicable sign ordinance and City's sign programs.

5.6.4 Wireless Provider shall design, make, install and maintain all signage in a first class, professional manner without broken panels, faded or peeling paint or other damage.

5.6.5 Wireless Provider shall bear all costs pertaining to the erection, installation, operation, maintenance, replacement and removal of all signs including, but not limited to, the application for and obtaining of any required building or other permits regardless of the reason for any such activity, even if such activity is required by City pursuant to these Standard Terms.

5.6.6 The requirements of this paragraph apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

5.7 Wireless Provider's Lighting. Except for security lighting operated with City's approval from time to time, Wireless Provider shall not operate outdoor lights at the Use Areas.

5.8 Noise. Except during construction permitted under these Standard Terms and for burglar alarms and other safety devices, outdoor loud speakers, sirens or other devices for making noise are prohibited. All equipment shall be operated so that sound coming therefrom does not exceed the ambient noise level at the boundary of the Street Parcel and cannot be heard at the closer of i) the exterior boundary of the Street Parcel or ii) two hundred feet (200') outside the boundary of the Street Parcel. The preceding sentence does not apply to use of normal, properly maintained construction equipment used as permitted by an issued Site Permit, to infrequent use of equipment that is as quiet or quieter than a typical well maintained gasoline powered passenger automobile, to use of an air conditioning unit that is no noisier than a typical well maintained residential air conditioning unit.

5.9 Limited Access. It is Wireless Provider's and not City's responsibility to keep unauthorized persons from accessing the Communications Equipment and the Exclusive Areas.

5.10 Standards of Service. Wireless Provider shall operate the Use Areas in a first-class manner, and shall keep the Use Areas attractively maintained, orderly, clean, neat and tidy at all times. Wireless Provider shall not allow any person or persons in or about the Use Areas related to Wireless Provider's operations who shall fail to be clean, courteous, efficient and neat in appearance.

5.11 Wireless Provider's Agent. Wireless Provider shall at all times retain on call available to City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Communications Equipment and who shall be authorized to represent and act for Wireless Provider in matters pertaining to all emergencies and the day-to-day operation of the Right-of-way and all other matters affecting issued Site Permit. Wireless Provider shall also provide notice to City of the name, street address, electronic mail address, and regular and after hours telephone number of a person to handle Wireless Provider's affairs and emergencies at the Right-of-way. Any change shall be given in writing to City's Regulatory Affairs Manager in the manner stated for notices required herein.

5.12 Coordination Meetings. Wireless Provider shall meet with City and other Right-of-way users from time to time as requested by City to coordinate and plan construction on the Use Areas and all matters affected by these Standard Terms. Without limitation, Wireless Provider shall attend City's scheduled utility planning meetings.

5.13 Toxic Substances. Wireless Provider's activities upon or about the Use Areas shall be subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

5.13.1 Wireless Provider understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. City has made no warranties as to whether the Use Areas contain actual or presumed asbestos or other Toxic Substances.

5.13.2 Within twenty-four (24) hours after discovery by Wireless Provider of any Toxic Substances, Wireless Provider shall report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Wireless Provider shall provide City with a written report of the nature and extent of such toxic substances found by Wireless Provider.

5.13.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Wireless Provider shall cause the Use Areas to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Wireless Provider shall cause the contractor or other person performing such work to give to City notice by the method described in these Standard Terms to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Wireless Provider shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Wireless Provider in connection with the Use Areas to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Wireless Provider shall promptly deliver to City copies of all reports or other information regarding Toxic Substances.

5.14 Required Operation. During the entire term of each Site Permit and any renewals or extensions, Wireless Provider shall actively and continuously operate the Communications Equipment twenty-four (24) hours a day, seven (7) days a week, for the Permitted Uses. Notwithstanding anything contained in this paragraph to the contrary, the operation requirements of this paragraph shall be effective commencing on the earlier of completion of the Project or the Completion Deadline and shall continue through the date the License Agreement terminates or expires for any reason. In the event of relocation of the Communications Equipment or damage to the Use Areas severe enough that the Communications Equipment cannot reasonably be operated during repairs, the operation requirements of this paragraph shall be suspended during the time specified by these Standard Terms for accomplishing repair of such damage to relocation of the Communications Equipment. Wireless Provider may temporarily cease operating the Communications Equipment for short periods necessary to test, repair, service or upgrade the Communications Equipment.

5.15 Actions by Others. Wireless Provider shall be responsible to ensure compliance with these Standard Terms by all persons using the Right-of-way through or under Wireless Provider or these Standard Terms.

## VI. WIRELESS PROVIDER'S IMPROVEMENTS GENERALLY

6. Wireless Provider's Improvements Generally. All of Wireless Provider's improvements and other construction work whether or not specifically described herein upon or related to the Use Areas (collectively "Wireless Provider's Improvements") shall comply with the following:

6.1 Wireless Provider's Improvements. Wireless Provider's Improvements include without limitation, all modification, replacement, repairs, installation, construction, grading, structural, utility, lighting, plumbing, sewer or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description and all installation or alteration of the Communications Equipment.

6.2 Zoning and Similar Approval Process. The zoning processes, building permit processes, Right-of-way management policies and similar regulatory requirements that apply to Wireless Provider's Improvements are completely separate from the plans approval processes set forth in these Standard Terms. Wireless Provider's satisfaction of any requirement set forth these Standard Terms does not substitute for compliance with any regulatory requirement. Wireless Provider's satisfaction of any regulatory requirement does not substitute for compliance with any requirement of these standard terms. Wireless Provider must make all submittals and communications regarding the requirements of these Standard Terms through City's Regulatory Affairs Manager and not through planning, zoning, building safety or other staff. Wireless Provider shall be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Use Areas. Wireless Provider bears sole responsibility to comply with all stipulations and conditions that are required in order to secure such rezoning and other approvals. Notwithstanding anything in this paragraph, to the extent regulatory requirements and requirements of these Standard Terms are identical, compliance with regulatory requirements shall constitute compliance with these Standard Terms and vice versa.

6.2.1 Batching Sites for Approval. Only sites that do not have a new or a replacement pole required for the antennas, and do not have any underground cables, conduit, and foundations, are eligible for batch processing of the applications.

6.3 Relationship of Plans Approval to Regulatory Processes. Wireless Provider's submission of plans under these Standard Terms, City's approval of plans for purposes of these Standard Terms, and the plans approval process herein shall be separate and independent of all development, zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply as provided under state law, in addition to the requirements of these Standard Terms and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THE LICENSE AGREEMENT.

6.4 City's Fixtures and Personalty. Wireless Provider shall not remove, alter or damage in any way any improvements or any personal property of City upon the Use Areas without City's prior written approval. In all cases, Wireless Provider will repair any damage or other alteration to City's property caused by Wireless Provider or its contractors, employees or agents to as good or better condition than existed before the damage or alteration.

6.5 Design Requirements. All Wireless Provider's Improvements shall comply with the following design requirements:

6.5.1 All Wireless Provider's Improvements shall be contained entirely within the Use Areas and without any encroachment or dependence upon any other property, except for permitted utility service.

6.5.2 Any changes to utility facilities shall be strictly limited to the Use Areas, shall not affect utilities used by City, and shall be undertaken by Wireless Provider at its sole cost and expense.

6.5.3 The Antennas and other Communications Equipment shall be properly designed, installed and maintained so as not to create a risk of damage to the Pole, to persons or property upon or using the Street Parcel or City's other property.



6.5.4 To the extent requested by City, Wireless Provider's plans shall include a description of construction methods employed to address environmental issues affecting or affected by the Use Areas and protect other facilities at the Street Parcel and surrounding properties.

6.5.5 All specifications set forth in the City of Chandler Design Standards for Small Wireless Facilities in the Right-of-Way, (Attachment A).

6.6 Approval Required. Wireless Provider shall not construct any Wireless Provider's Improvements (including work on adjacent public lands, if applicable) without having first received written plans approval from City. Such consent requirement shall apply to all improvements, furnishings, equipment, fixtures, paint, wall treatments, utilities of every description, communications cabling and other construction work of any description as described in all plans heretofore or hereafter delivered by Wireless Provider to City. Such consent requirement does not apply to work to the Communications Equipment confined completely inside the Enclosure and not visible, audible, or otherwise discernible outside the Enclosure.

6.7 Effect of Plans Approval. Wireless Provider shall submit engineering and construction plans to the City for review and approval. City's approval of plans submitted shall be for purposes of these Standard Terms only and shall constitute irrevocable approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. City shall not reject subsequent plans to the extent the matter to which City objects was plainly shown on plans previously approved by City. However, City is not precluded from objecting to matters not previously approved, changes to plans, matters not previously clearly disclosed on approved plans, or refinements or implementation of matters previously approved.

6.8 Plans Required. Wireless Provider's design of all Wireless Provider's Improvements shall occur in three stages culminating in final working construction documents for the Wireless Provider's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:

6.8.1 Conceptual plans showing the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities, and other features significantly affecting the appearance, design, function or operation of each element of Wireless Provider's Improvements.

6.8.2 Preliminary plans showing all surface finishes and treatments, finished elevations, general internal and external design (including without limitation colors, textures and materials), mechanical, communications, electrical, plumbing and other utility systems, building materials, landscaping and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of these Standard Terms. The preliminary plans shall show all detail necessary prior to preparation of Final Plans.

6.8.3 Final Plans. In addition to the information that City required for Preliminary plans, the Final Plans shall include a title report for the Use Area and the Shared Use Area, engineering design documents for the pole foundation, pole structural design, and other generally required engineering specifications for construction drawings or "CD" plans for permits.

6.9 Approval Process. The following procedure shall govern Wireless Provider's submission to City of all plans for Wireless Provider's Improvements, including any proposed changes by Wireless Provider to previously approved plans:

6.9.1 All plans Wireless Provider submits under these Standard Terms shall show design, appearance, capacity, views, and other information reasonably deemed necessary by City for a complete understanding of the work proposed, all in detail reasonably deemed appropriate by City for the level of plans required herein.

6.9.2 Wireless Provider shall deliver all plans submissions for non-regulatory approvals required herein directly to City's Regulatory Affairs Manager and shall clearly label the submissions to indicate that they are submitted pursuant to the Standard Terms and not for building permits, zoning or other approvals. Each submittal of plans by Wireless Provider for City's review shall include five (5) complete sets of the plans on paper and, if requested, two (2) copies of the plans in electronic form.

6.9.3 All construction plans shall be prepared by qualified registered professional engineers.

6.9.4 City and Wireless Provider shall endeavor to resolve design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason or however arising, in light of City's ownership and other uses of the Use Areas, and as a condition of City's entering into a Site Permit, final decision authority regarding all design and construction issues shall rest with City.

6.9.5 All Wireless Provider's Improvements shall comply with all requirements of law, any applicable insurance contracts and these Standard Terms.

6.10 Cost of Wireless Provider Improvements. All Wireless Provider's Improvements shall be designed and constructed by Wireless Provider at Wireless Provider's sole cost and expense, including without limitation any alteration or other change to City's equipment or other improvements or personalty that may occur. In no event shall City be obligated to compensate Wireless Provider in any manner for any of Wireless Provider's Improvements or other work provided by Wireless Provider during or related to the term of any issued Site Permit. Wireless Provider shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless City and City's employees, officers, contractors and agents against all claims related to such items. Wireless Provider shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly affected by Wireless Provider's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Wireless Provider, by Wireless Provider's use of the Use Areas, or by any exercise of the rights granted to Wireless Provider under a License Agreement.

6.11 Improvement Quality. Any and all work performed on the Use Areas by Wireless Provider shall be performed in a workman-like manner meeting or exceeding the best practices of similar facilities in Maricopa County, Arizona, and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Wireless Provider's Improvements shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by City through the plans approval processes described in these Standard Terms in addition to any zoning, building code or other regulatory processes that may apply.

6.12 Ownership of Wireless Provider's Improvements. All Wireless Provider's Improvements (including without limitation poles and lights) except the Communications Equipment shall be and become part of the real property of City "brick by brick" as constructed or installed.

6.13 Damage During Work. Upon performing any work upon the Right-of-way, Wireless Provider shall simultaneously restore the Right-of-way to its prior condition, as directed by City and repair any holes, mounting surfaces or other damage whatsoever to the Right-of-way. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.

6.14 Replacement Pole. If City approves a Wireless Provider proposal to install Antennas on a City owned pole, then in addition to the other requirements, the following shall apply:

6.14.1 Wireless Provider shall provide and deliver to City a replacement pole, including mast arm, so that a replacement is immediately available to City in case the original pole is damaged.

6.14.2 If City uses a replacement pole, then Wireless Provider shall provide another replacement pole.

6.14.3 Upon installation of a replacement pole, the City will determine if the original pole, mast arm(s), signal head(s), and light fixture(s) shall be delivered by Wireless Provider to the City's Streets & Transportation Yard or if the Wireless Provider shall dispose of the original pole, mast arm, signal head and light fixture.

6.14.4 All performance under this paragraph shall be at Wireless Provider's expense. City owns the original pole and all replacement poles.

6.15 Coordination with Encroachment Permit. The Street Parcel is located in City's public street Right-of-way. Wireless Provider shall obtain encroachment permits at Wireless Provider's expense as follows:

6.15.1 Wireless Provider shall perform no construction work in the Right-of-way without obtaining from City a permit giving permission to work in the Right-of-way.

6.15.2 Wireless Provider shall not alter or modify its antennas, wireless equipment or any improvements without submitting plans or drawings of the proposed alteration or modification to City and obtaining approval from City's Regulatory Affairs Manager.

6.15.3 Wireless Provider shall not perform any work on its own antennas or wireless equipment without first obtaining from City an encroachment permit giving it permission to work in the Right-of-way.

6.15.4 Wireless Provider shall not in any way obstruct pedestrian or vehicular traffic within the Right-of-way without first obtaining from City a permit giving permission to obstruct traffic.

6.16 Time for Completion. Wireless Provider shall diligently and expeditiously pursue to completion the construction of all approved Wireless Provider's Improvements. Wireless Provider shall complete initial construction of the Project no later than the Completion Deadline. Wireless Provider shall complete construction of all of other Wireless Provider's Improvements no later than one hundred eighty (180) days of encroachment permit issuance unless City and Wireless Provider agree to extend this period or a delay is caused by a lack of commercial power at the site. If City, in its sole examination of the construction activity at a site, determines that Wireless Provider has not substantially performed construction at a site within one hundred eighty (180) days of the

encroachment permit issuance date, City may require the Wireless Provider to cease construction and resubmit the site for approval.

6.17 Construction Notification. City may establish requirements for notification of nearby residents and property owners prior to construction.

6.18 Work Time and Manner Restrictions. All installation, construction, maintenance, inspection, repair and other work of any kind shall be done in a manner that does not disrupt traffic (except in compliance with appropriate permits) or nearby land uses. Without limitation, such work shall be done in compliance with applicable City policies and directions from time to time, taking into account the various sensitivities of traffic, tourism, events, adjoining land uses, other Right-of-way uses, and all other needs and concerns that are likely to be affected by Wireless Provider's work.

## VII. RF SAFETY FOR CITY'S EMPLOYEES

7. As City's employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon, Wireless Provider must comply with at least one of the following safety protocols:

7.1 Participate in a City RF Safety Program (the "City's Safety Program"), enrollment in which shall include:

7.1.1 A one-time contribution to the City of two (2) RF Personal Monitors, as specified below, for monitoring radio frequency emissions from Wireless Provider Facilities during the repair and maintenance of City's Facilities and ROW. The RF Personal Monitors shall be delivered to the City's Regulatory Affairs Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.1.1 The RF Personal Monitor shall be a new manufactured with full original manufacturer's warranty NARDA (2271/101) – Nardalert S3 Personal & Area Monitor or equivalent device that is approved by the City.

7.1.1.2 The Wireless Provider shall provide for each Nardalert S3 Personal & Area Monitor, a protective silicon or rubberized cover, and a case to store and carry the device.

7.1.2 An annual contribution of two thousand five hundred dollars (\$2,500.00) for third-party training of City employees who will work on poles that have a Wireless Facility and for the ongoing operation – including the annual recertification training of City employees, test set calibration, and test set maintenance and repair – of the City's Safety Program ("Annual Contribution").

7.1.2.1 The first annual contribution, payable to the City of Chandler, shall be delivered or transferred as directed by the City's Regulatory Affairs Manager within 60 days of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.2.2 Each annual contribution thereafter shall be made payable to the City of Chandler as directed by the City's Regulatory Affairs Manager on or before the

anniversary date of the issuance date of the first permit for a Small Wireless Facility issued to the Wireless Provider.

7.1.3 On each five (5) year interval of the issuance date of the first permit to install a Small Wireless Facility in the City, the Wireless Provider shall provide the City with one (1) additional RF Personal Monitor that meets or exceeds the requirement in Sections 7.1.1.1 and 7.1.1.2 that the City must approve prior to purchase.

7.1.4 Prior to performing any work on a wireless site in the ROW, the City's employee will contact the Network Operations Center (the NOC") whose information shall be located on the ground equipment or on the pole. The City's employee shall identify himself or herself as an employee of City and needs the RF to be turned off at the site for a specified period to perform maintenance or repair work at the site. Upon completion of the work, the City's employee shall contact the NOC and inform them that the site may activate the RF signals.

7.2 Provide access to a "kill switch" for each wireless site that the City's employees, agents, or representatives can use to turn off all power to the Wireless Provider's Facilities while City's work is performed at the location.

7.3 Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

## VIII. MAINTENANCE AND UTILITIES

8. Maintenance and Utilities. Except as expressly provided below, Wireless Provider shall be solely responsible for all maintenance, repair and utilities for the Use Areas during the term of an issued Site Permit. Without limitation, Wireless Provider shall perform the following:

8.1 Maintenance by City. City has no maintenance or repair obligations for the Communications Equipment or other Wireless Provider's Improvements.

8.2 Maintenance by Wireless Provider. Wireless Provider shall at all times repair and maintain the Use Areas at Wireless Provider's sole expense in a first-class, sound, clean, safe and attractive manner, meeting or exceeding the manner of maintenance at first class comparable facilities in Maricopa County, Arizona, as determined in City's reasonable discretion. The preceding sentence does not require Wireless Provider to repair or maintain City's facilities at the Use Area unless such work is attributable in whole or in part to Wireless Provider's use of the Use Areas.

8.3 Utility Service. Wireless Provider shall contract for and pay all charges, fees, deposits and other amounts for electricity and telephone and other data communication service to the Use Areas at the rates applicable thereto. Wireless Provider shall use no other utilities at the Use Areas.

8.4 Utility Interruptions. City is not responsible for any interruption of utilities to or upon the Use Areas or other difficulties related to utilities at the Use Areas.

8.5 Right of Inspection. City shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms herein, the Street Code, or other Telecommunications Laws. All City plans reviews,

inspections, standards and other rights and actions with relation to Wireless Provider's Improvements are for City's sole and exclusive benefit and neither Wireless Provider nor any other person shall rely thereon or have any rights related thereto. The preceding sentence does not prevent Wireless Provider from relying on consents, permits or approvals City may grant based on City's plans, reviews, and inspections. This right of access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.

8.6 Construction Notification. City may establish requirements for Wireless Provider to notify nearby residents prior to construction.

8.7 Blue Stake. Wireless Provider shall register with and comply with the local Blue Stake program.

## IX. BREACH BY WIRELESS PROVIDER

9. Breach by Wireless Provider. Wireless Provider shall comply with, perform and do each obligation required of Wireless Provider herein and shall cause all persons using the Use Areas through or under Wireless Provider or these Standard Terms to do the same. Wireless Provider's failure to do so shall be a material breach by Wireless Provider of these Standard Terms.

9.1 Events of Default. All License Agreements and Site Permits are approved upon the condition that each and every one of the following events herein shall be deemed an "Event of Default" by Wireless Provider of Wireless Provider's material obligations under these Standard Terms:

9.1.1 If Wireless Provider shall be in arrears in the payment of Use Fee and shall not cure such arrearage within fifteen (15) days after City has notified Wireless Provider of such arrearage.

9.1.2 If Wireless Provider shall fail to operate the Communications Equipment (except during specific periods expressly excused herein) for a period of thirty (30) consecutive days or a total of sixty (60) days within any twelve (12) month period.

9.1.3 If Wireless Provider shall fail to maintain any insurance required under these Standard Terms. Notwithstanding the preceding sentence, such failure shall not be a default if within thirty (30) business days after notice from City, Wireless Provider provides to City the required insurance and the required evidence thereof. Such insurance must cover the past for a period adequate that there is no gap in the insurance coverage required by these Standard Terms.

9.1.4 If the Wireless Provider's right to use a Pole expires or is terminated for any reason.

9.1.5 If Wireless Provider does not commence and diligently pursue to completion each required stage of construction of the site within the times required herein. The times specified for concluding each stage of required construction have been established far enough in advance, and have taken into account the likelihood of construction delays, so that no cure period is provided.

9.1.6 If Wireless Provider shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Wireless Provider's or such other person's property shall be made for the benefit of creditors or if Wireless

Provider or such other person dies or is not regularly paying its debts as they come due (collectively a "Wireless Provider Insolvency").

9.1.7 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by City for funds or other performance under the instrument and Wireless Provider fails to cause the issuer to or some other person to honor the request within thirty (30) days after City notifies Wireless Provider that such request has not been honored.

9.1.8 If Wireless Provider shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the Right-of-way or timely pay any taxes pertaining to the Right-of-way and shall not cure such failure within thirty (30) days which shall be extended to ninety (90) days if Wireless Provider begins to cure in good faith within thirty (30) days.

9.1.9 If City shall be exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether or not asserted, unless Wireless Provider gives immediate notice to City of Wireless Provider's commitment to indemnify, defend and hold City harmless against such claim Wireless Provider does in fact promptly commence and continue to indemnify, defend and hold City harmless against such claim.

9.1.10 If Wireless Provider shall fail to meet its obligations under the RF Safety Paragraph.

9.1.11 If Wireless Provider shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After City has once given notice of any failure by Wireless Provider to comply with its obligations set forth in these Standard Terms, the following shall constitute a repeated failure by Wireless Provider to comply with such provision:

9.1.11.1 Another failure to comply with any provision of these Standard Terms during the following thirty (30) day period.

9.1.11.2 Three (3) or more failures to comply with any provision of these Standard Terms during any ninety (90) day period.

9.1.11.3 Six (6) or more failures to comply with any provision of these Standard Terms during any twelve (12) month period.

9.1.12 If Wireless Provider shall fail to or neglect to timely and completely do or perform or observe any other provisions herein and such failure or neglect shall continue for a period of thirty (30) days after City has notified Wireless Provider in writing of such failure or neglect.

9.2 City's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, City may, at its option and from time to time, exercise at Wireless Provider's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option:

9.2.1 Terminate any or all License Agreements and Site Permits due to Wireless Provider's breach or for any other reason does not terminate Wireless Provider's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Wireless Provider's liability related to any breach of these Standard Terms.

9.2.2 Pay or perform, for Wireless Provider's account, in Wireless Provider's name, and at Wireless Provider's expense, any or all payments or performances required hereunder to be paid or performed by Wireless Provider.

9.2.3 Abate at Wireless Provider's expense any violation of these Standard Terms.

9.2.4 Notwithstanding anything under these Standard Terms to the contrary, unilaterally and without Wireless Provider's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security held by City or pledged or otherwise obligated to City by Wireless Provider or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by these Standard Terms.

9.2.5 Require an additional security deposit adequate in City's sole discretion to protect City and the Right-of-way.

9.2.6 Assert, exercise or otherwise pursue at Wireless Provider's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee.

9.3 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following shall apply to Wireless Provider's violation of certain limited requirements of these Standard Terms ( the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in Right-of-way use by City, Competing Users and the public when Wireless Provider fails to comply with the Violation Fee Provisions.

9.3.2 Wireless Provider's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Wireless Provider paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Wireless Provider shall pay Violation Use Fee.

9.3.3 Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Wireless Provider's breach of the Violation Fee Provisions. Wireless Provider's payment of Violation Use Fee does not in any way excuse any breach by Wireless Provider of these Standard Terms or limit in any way Wireless Provider's obtaining any other legal or equitable remedy provided by these Standard Terms or otherwise or such breach. For example, Wireless Provider's obligation to pay Violation Use Fee does not in any way detract from Wireless Provider's indemnity and insurance obligations under these Standard Terms, which shall apply according to their terms in addition to Wireless Provider's obligation to pay Violation Use Fee.

9.3.4 Wireless Provider may elect to draw upon the letter of credit to collect the Violation Use Fee.

9.3.5 The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:



9.3.5.1 The amount of Six Hundred Dollars (\$600.00) per day for Wireless Provider's failure to properly restore the public Right-of-way or to correct related violations of specifications, code, ordinance or standards within ten (10) business days after City's notice to correct such defects. Such Violation Use Fee shall be in addition to any cost the City may incur to restore the Right-of-way or correct the violation.

9.3.5.2 The amount of Two Hundred Fifty (\$250.00) per day for each failure to make Wireless Provider's books and records available as required by the License Agreement.

9.3.5.3 The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Wireless Provider contrary to these Standard Terms herein, that causes Inconvenience Costs and that is not cured after three (3) business days' notice.

9.3.6 Violation Use Fees shall be assessed as follows:

9.3.6.1 If City determines that Wireless Provider is liable for Violation Use Fee, then City shall issue to Wireless Provider a notice of City's assessing a Violation Use Fee. The notice shall set forth the nature of the violation and the amount of the assessment.

9.3.6.2 Wireless Provider shall pay the Violation Use Fee within ten (10) days after City's notice. However, if the Violation Use Fee amount exceeds Five Thousand Dollars (\$5,000), then the following shall apply:

9.3.6.2.1 Wireless Provider shall have thirty (30) days after the notice to pay the Violation Use Fee or give City notice contesting the assertion of noncompliance.

9.3.6.2.2 If Wireless Provider fails to respond to the notice, Wireless Provider shall pay the Violation Use Fee. Otherwise, City shall schedule a public hearing to investigate whether the Violation Use Fee is properly assessed. City shall provide Wireless Provider at least ten (10) days' notice of such hearing, which shall specify the time, place and purpose of the hearing. At the hearing, Wireless Provider shall be provided an opportunity to be heard and present evidence. If the result of the hearing is that Wireless Provider is liable for Violation Use Fee, then the Violation Use Fee is due ten (10) days after the hearing decision is announced.

9.4 Non-waiver. Wireless Provider acknowledges Wireless Provider's unconditional obligation to comply with these Standard Terms herein. No failure by City to demand any performance required of Wireless Provider under these Standard Terms herein, and no acceptance by City of any imperfect or partial performances under these Standard Terms herein, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these Standard Terms herein. No acceptance by City of Use Fee payments or other performances hereunder shall be deemed a compromise or settlement of any right City may have for additional, different or further payments or performances as provided for in these Standard Terms. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Wireless Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by City or Wireless Provider concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, shall excuse Wireless Provider from compliance with its obligations nor estop City (or otherwise impair

City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with the License Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver. WIRELESS PROVIDER EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.5 Reimbursement of City's Expenses. Wireless Provider shall pay to City within thirty (30) days after City's demand any and all amounts expended or incurred by City in performing Wireless Provider's obligations (upon Wireless Provider's failure to perform the same after notice from City) together with interest thereon at the rate of ten percent (10%) per annum from the date expended or incurred by City.

9.6 Breach by City. Notwithstanding anything in these Standard Terms to the contrary, if City at any time is required to pay to Wireless Provider any amount or render any performance, such amount or performance is not due until thirty (30) days after notice by Wireless Provider to City that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, City shall not be in default so long as City commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) days after the notice.

9.7 Right to Setoff and Credit. In addition to its other rights and remedies City shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Wireless Provider to City, whether pursuant to these Standard Terms herein or otherwise, against any sum which may be due from City to Wireless Provider.

## X. TERMINATION

10. Rights at Termination. The following provisions shall apply at the expiration of the term of each License Agreement and Site Permit:

10.1 Surviving Obligations. Expiration or termination of a License Agreement does not terminate Wireless Provider's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2 Delivery of Possession. Wireless Provider shall cease using the Use Areas of the expired or terminated License Agreement and Site Permit. Wireless Provider shall without demand, peaceably and quietly quit and deliver up the Use Areas to City thoroughly cleaned, in good repair with the Use Areas maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Areas now are or in such better condition as the Use Areas may hereafter be placed.

10.3 Confirmation of Termination. Upon expiration or termination of a License Agreement or Site Permit for any reason, Wireless Provider shall provide to City upon demand recordable disclaimers covering the Use Areas executed and acknowledged by Wireless Provider and by all persons claiming through these Standard Terms, any License Agreement, any Site Permit, or Wireless Provider any interest in or right to use the Use Areas.

10.4 Removal of Improvements. Wireless Provider shall remove all Communications Equipment and restore the Use Areas including pole, mast arms, luminaires, or wireless support structure to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Wireless Provider's expense prior to normal expiration of the term of a License Agreement or Site Permit or within ninety (90) days; after termination of a License Agreement or Site Permit or for any other reason whatsoever. Without limitation, such work shall include revegetation and appropriate irrigation systems for revegetated areas. Notwithstanding anything in these Standard Terms to the contrary, City may elect to require Wireless Provider to leave any or all construction or other items (except the Communications Equipment) in place, and all such items shall be owned by City. Unless City directs otherwise, all wiring, pipes and conduits shall be left in good and safe condition, in working order, with each end properly labeled and enclosed in proper junction boxes.

10.5 Prior Improvements. This article also applies to any improvements that Wireless Provider may have made to the Use Areas.

## XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of any License Agreement or Site Permit, Wireless Provider shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of the License Agreement, and at all times thereafter when Wireless Provider is occupying or using the Use Areas in any way, Wireless Provider shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Ten Million and No/100 Dollars (\$10,000,000.00) for each occurrence, a limit of Ten Million and No/100 Dollars (\$10,000,000.00) for products and completed operations annual aggregate, and a limit of Ten Million and No/100 Dollars (\$10,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including the License Agreement. The policy will cover Wireless Provider's liability under the indemnity provisions set forth in these Standard Terms. The policy shall contain a "separation of insured's" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Wireless Provider's use of the Right-of-way. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and off loading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) disease for each employee, Five Hundred Thousand Dollars (\$500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by City in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-way, including without limitation, all improvements existing upon the Right-of-way prior to an

approved License Agreement, an issued Site Permit, or hereafter constructed in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of loss policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood). Coverage shall include pollutant clean up and removal with minimum limits coverage of Fifty-Thousand Dollars (\$50,000.00).

11.1.5 Other Insurance. Any other insurance City may reasonably require for the protection of City and City's employees, officials, representatives, officers and agents (all of whom, including City, are collectively "Additional Insureds"), the Right-of-way, surrounding property, Wireless Provider, or the activities carried on or about the Right-of-way. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities might reasonably purchase.

11.2 Policy Limit Escalation. City may elect by notice to Wireless Provider to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Wireless Provider with respect to the Right-of-way, whether required in these Standard Terms or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required.

11.3.2 If Wireless Provider uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Wireless Provider's activities relating to the business operations and activities conducted away from the Right-of-way.

11.3.4 Within five (5) business days of receiving a written request from the City, Wireless Provider shall provide copies of insurance certificates, insurance policies, formal endorsements or other documentation acceptable to City that all insurance coverage required herein is provided.

11.3.5 Wireless Provider's insurance shall be primary insurance with respect to claims arising out of Wireless Provider's operations, activities and obligations set forth in these Standard Terms.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against City, and the other Additional Insureds.

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Wireless Provider shall be solely responsible for any self-insurance amount or deductible.

11.3.7.2 Such amounts shall not exceed in total One Hundred Thousand Dollars (\$100,000.00) per loss. At such times as Wireless Provider's net worth is more than One

Hundred Million Dollars (\$100,000,000.00), such limit shall be One Million and No/100 Dollars (\$1,000,000.00).

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under the License Agreement.

11.3.7.4 Wireless Provider shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.5 The right to self-insure is limited and specific to Wireless Provider and does not extend to Wireless Provider's contractors or others.

11.3.8 All policies except workers' compensation must name City and the other Additional Insureds as additional insureds. Wireless Provider shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Wireless Provider's operations, activities and obligations under these Standard Terms.

11.3.9 All policies must require the insurer to provide City with at least thirty (30) days' prior notice of any cancellation. The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

11.3.10 All policies shall require that notices be given to City in the manner specified for notices to City set forth in these Standard Terms.

11.4 Insurance Certificates. Wireless Provider shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of these Standard Terms applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are additional insureds. Certificates must also be in an industry standard form reasonably acceptable to City. Wireless Provider shall provide updated certificates at City's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Wireless Provider. City reserves the right to review any and all of the insurance policies and/or endorsements cited in these Standard Terms but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in these Standard Terms or failure to identify any insurance deficiency shall not relieve Wireless Provider from, nor be construed or deemed a waiver of, Wireless Provider's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of any and all License Agreements or Site Permits and until all obligations and performances under or related to these Standard Terms are

satisfied and all matters described in this paragraph are completely resolved, Wireless Provider and all other persons using, acting, working or claiming through or for Wireless Provider (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to Wireless Provider's use of the Right-of-way or the rights granted to Wireless Provider with respect to the Right-of-way or Wireless Provider's exercise of its rights under these Standard Terms (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the Right-of-way or other property pursuant to any and all License Agreements or Site Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to the License Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Right-of-way or surrounding areas related to Wireless Provider's exercise of its rights under the License Agreement, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Wireless Provider or City may be liable. As a condition to City's approval of any and all License Agreements or Site Permits, Wireless Provider specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Wireless Provider for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Wireless Provider's use of real property under the License Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of City.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Wireless Provider assumes the risk of any and all loss, damage or claims related to Wireless Provider's use of the Right-of-way or other property of City, Wireless Provider or third parties throughout the term of any and all License Agreements and the term(s) of any and all Site Permits. Wireless Provider shall be responsible for any and all damage to its property and equipment related to these Standard Terms.

11.9 Insurance to be Provided by Others. Wireless Provider shall cause its contractors or other persons occupying, working on or about, or using the Right-of-way pursuant to these Standard Terms to be covered by their own or Wireless Provider's insurance as required by these Standard Terms. The required policy limits for commercial general liability insurance provided by such persons shall be One Million Dollars (\$1,000,000) for each occurrence, One Million Dollars (\$1,000,000) for products and completed operations annual aggregate, and Two Million Dollars (\$2,000,000) general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Right-of-way (such as Wireless Provider's consulting design engineers).

## XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to City or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. The Site Permit(s) for the Use Area shall terminate on the date (the "Condemnation Date") that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession. Notwithstanding the foregoing, if City reasonably determines that the Use Areas continue to be suitable for Wireless Provider to conduct the Permitted Uses, City may elect to cause the Site Permit(s) to continue to remain in effect as to the part of the Use Areas not taken and the Use Fee shall not be reduced or abated. Nevertheless, if Wireless Provider reasonably determines that the Use Areas are not suitable for Wireless Provider to conduct the Permitted Uses, then the Site Permit(s) shall terminate.

12.2 Condemnation Proceeds. Wireless Provider hereby assigns and transfers to City Wireless Provider's entire interest in all condemnation damages, interest, severance damages, and any other payments or proceeds of any kind relating to the condemnation (collectively the "Condemnation Proceeds"). Wireless Provider shall execute and deliver to City assignments or other instruments requested by City confirming such assignment and transfer. Wireless Provider shall immediately pay to City any Condemnation Proceeds Wireless Provider may receive. The Condemnation Proceeds shall not include relocation benefits, if any, awarded specifically to Wireless Provider to cover expenses of relocating Wireless Provider's business located at the Use Areas at the time of the condemnation, or any compensation specifically awarded to Wireless Provider for any taking of the Communications Equipment itself. Any repair, relocation or similar costs relating to the Communications Equipment shall be borne by Wireless Provider.

12.3 Power to Condemn. Wireless Provider acknowledges that City and others from time-to-time may use the power to condemn the Use Areas or any interest therein or rights thereto. City has not relinquished any right of condemnation or eminent domain over the Use Areas. City does not warrant that City will not condemn the Use Areas during the term of the License Agreement, but City does not presently have intentions to condemn the Use Areas.

## XIII. DAMAGE TO OR DESTRUCTION OF USE AREAS

13. Damage to or Destruction of the Use Areas. The following provisions shall govern damage to or destruction of the Use Areas by fire, flood, explosion, the elements, the public enemy, or other casualty (collectively "Casualty Damage"):

13.1 Damage to Wireless Provider's Improvements. Wireless Provider shall commence restoring the Casualty Damage to Wireless Provider's Improvements within thirty (30) days after any Casualty Damage occurs. Wireless Provider shall complete the restoration work within thirty (30) days after commencement. Such work shall be subject to the plans approval process and all other requirements for Wireless Provider's Improvements. Wireless Provider shall perform all restoration work at Wireless Provider's sole cost and expense.

13.2 Monthly Restoration Work Report. Wireless Provider shall provide to City no later than the tenth day of each month a written narrative report of the progress of the restoration work.

#### XIV. WIRELESS PROVIDER'S RECORDS

14. Wireless Provider's Records. During the entire term of any License Agreement, Wireless Provider shall keep records and provide information to City as follows:

14.1 Scope of Information. Unless otherwise specified, all of Wireless Provider's recordkeeping and disclosure obligations under this article are limited to the following (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Wireless Provider Improvements.

14.1.2 Information indicating whether City or Wireless Provider is in compliance with the terms herein.

14.2 Records Inspection. At Wireless Provider's expense, Wireless Provider shall:

14.2.1 Permit and assist City and its representatives upon twenty-one (21) days' notice to inspect, audit, and copy Wireless Provider's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for City's audit and inspection) available to City at Wireless Provider's offices in Maricopa County, Arizona.

14.2.3 Cause Wireless Provider's employees and agents and accountants to give their full cooperation and assistance in connection with City's access to the Covered Information.

14.3 Record Retention. Wireless Provider shall preserve records of the Covered Information in a secure place at Wireless Provider's corporate headquarters in the continental United States for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. City's and Wireless Provider's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. City shall have access to Covered Information contained, without limitation, in records, books, papers, documents, recordings, computer data, contracts, logs, notes, ledgers, correspondence, reports, drawings, and memoranda, and any and all other sources, records and repositories of Covered Information.

14.5 Reports. Wireless Provider shall deliver to City written reports (and, if requested by City, a presentation to City's governing council or designee) covering such Covered Information as City may request from time to time. City shall not request such reports more often than once in any twelve (12) month period.

14.6 Standards for Records. Wireless Provider shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information.



## XV. COMPLIANCE WITH LAW

15. Compliance with Law. Wireless Provider shall perform its obligations under these Standard Terms in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Wireless Provider shall comply with all and each of the following:

15.1 Applicability of Municipal Law. Without limitation, Wireless Provider shall comply with municipal laws as follows:

15.1.1 Wireless Provider acknowledges nothing set forth herein or by approval of any License Agreement or issuance of any Site Permit constitutes, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Chandler or any other governmental body upon or affecting Wireless Provider, the Use Areas, or the Street Parcel or Wireless Provider's use of the Use Areas, the Street Parcel or the Right-of-way.

15.1.2 All of Wireless Provider's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Wireless Provider.

15.1.3 City, by approving any License Agreement and/or Site Permit, cannot and has not relinquished or limited any right of condemnation or eminent domain over the Right-of-way or any other property related to these Standard Terms or within the Right-of-way.

15.1.4 An approved License Agreement or issued Site Permit cannot and does not impair City's, power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way Wireless Provider, the Use Areas, the Street Parcel, or the Right-of-way.

15.1.5 City's rights and remedies hereunder for Wireless Provider's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of Chandler or any other governmental body.

15.1.6 Wireless Provider's rights hereunder and pursuant to any approved License Agreement or issued Site Permit are further subject to all present and future building restrictions, regulations, zoning laws, and all ordinances, resolutions, rules and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction over the Use Areas or Wireless Provider's use thereof. Wireless Provider shall comply with all of the foregoing.

15.2 Radio Frequency Compliance Requirements. Wireless Provider shall document, report and confirm its compliance with Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules") as follows:

15.2.1 Wireless Provider shall cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows:

15.2.1.1 The RF Letter shall attest that Wireless Provider's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Wireless Provider declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph.

15.2.2 Wireless Provider shall maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules.

15.2.3 Wireless Provider shall also evidence and demonstrate its compliance with the FCC Rules in such manner and at such intervals as the Chandler City Code and other applicable laws and regulations may mandate.

15.3 Government Property Lease Excise Tax. Wireless Provider shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Wireless Provider to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Wireless Provider of any interest in or right of occupancy of the Use Areas.

15.4 Use Area Regulations. City reserves the right to adopt, amend and enforce against Wireless Provider rules and regulations governing the operation of the Street Parcel, including the Use Areas, Wireless Provider's activities therein and thereon, and the public areas and facilities used by Wireless Provider in connection therewith.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Wireless Provider shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of any License Agreement or Site Permit may be levied upon or assessed upon or with respect to Wireless Provider's use of the Right-of-way, the operations conducted therein, any amounts paid or other performances required by these Standard Terms by either party, and all possessory interest in the Right-of-way and Wireless Provider's improvements and other property thereon. Wireless Provider shall pay, indemnify, defend and hold harmless City from any and all such obligations, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof.

15.6 Permits. Nothing in these Standard Terms relieves Wireless Provider of the obligation to obtain permits, licenses and other approvals from City or other units of government that are required for the erection, construction, reconstruction, installation, operation or maintenance of the Communications Equipment or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, Right-of-way permits and the like.

## XVI. ASSIGNABILITY

16. Assignability. License Agreements and Site Permits are not assignable by Wireless Provider (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following:

16.1 Assignments Affected. Every assignment of any of Wireless Provider's interest in the Right-of-way, any License Agreement, any Site Permit, or any of Wireless Provider's rights or

interests hereunder is prohibited unless Wireless Provider first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in these Standard Terms to assignments by Wireless Provider or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions:

16.1.1 Any voluntary or involuntary assignment, conveyance or transfer of Wireless Provider's right to use the Right-of-way under the License Agreement or any interest or rights of City under the License Agreement, in whole or in part.

16.1.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Wireless Provider's rights to use the Right-of-way (collectively "Liens").

16.1.3 Any assignment by Wireless Provider of any interest in any License Agreement or Site Permit for the benefit of creditors, voluntary or involuntary.

16.1.4 A Wireless Provider Insolvency.

16.1.5 The occurrence of any of the foregoing by operation of law or otherwise.

16.1.6 The occurrence of any of the foregoing with respect to any assignee or other successor to Wireless Provider.

16.2 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

16.2.1 Complete Assignment of License Agreement and Site Permits. Wireless Provider's complete assignment of all of Wireless Provider's rights and Interests in the Right-of-way and approved License Agreements, and issued Site Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"):

16.2.1.1 The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Wireless Provider's and adequate to successfully perform the obligations set forth herein.

16.2.1.2 The assignee is experienced in the management and operation of similar projects.

16.2.1.3 The assignee assumes all of Wireless Provider's obligations herein.

16.2.1.4 The assignee has a net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000.00).

16.2.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

16.2.3 Merger. The merger or consolidation of Wireless Provider with another entity that is a Qualified Operator.

16.2.4 Common Ownership Transfer. Wireless Provider's complete assignment of all of Wireless Provider's rights and interests in the Right-of-way and approved License Agreements to single assignee who is and remains a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Wireless Provider's sole owner as of the date of the License Agreement).

16.3 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied:

16.3.1 Except for the sale of stock, Wireless Provider shall provide to City a summary of provisions of the transaction documents assigning its interests.

16.3.2 Each assignee must execute an assumption of any and all License Agreements and Site Permits to be assigned in form acceptable to City.

16.3.3 Each Pre-approved Assignment must satisfy all other requirements of these Standard Terms pertaining to assignments.

16.4 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under these Standard Terms or otherwise, and in any combination, terminate any and all License Agreements and Site Permits; collect Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City under these Standard Terms. No cure or grace periods shall apply to assignments prohibited under these Standard Terms or to enforcement of any provision under these Standard Terms against an assignee who did not receive City's consent.

16.5 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of each License Agreement and Site Permit in the form attached hereto as Attachment "D". No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Wireless Provider or occupant as Wireless Provider, or a release of Wireless Provider from the further performance by Wireless Provider of the provisions of these Standard Terms, any License Agreement or any Site Permit. Consent by City to an assignment shall not relieve Wireless Provider from obtaining City's consent to any further assignment. No assignment shall release Wireless Provider from any liability hereunder.

16.6 Enforceability after Assignment. No consent by City shall be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth in these Standard Terms or waive, diminish or modify any of City's rights or remedies under the License Agreement or any Site Permit. The terms set forth in these Standard Terms shall be enforceable against Wireless Provider and each successor, partial or total, and regardless of the method of succession, to Wireless Provider's interest hereunder. Each successor having actual or constructive notice of these Standard Terms, a License Agreement or Site Permit shall be deemed to have agreed to the preceding sentence.

16.7 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any License Agreement or Site Permit by Wireless Provider is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

16.8 Consent to Assignments. Wireless Provider shall attach to each Pre-approved Assignment a copy of Wireless Provider's notice to City of the Pre-approved Assignment and other required documents, Wireless Provider shall attach to each other assignment, a copy of City's notice to Wireless Provider of City's consent to the assignment. These Standard Terms shall continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

16.9 Assignment Fee. Wireless Provider shall pay to City in advance the sum of Five Hundred Dollars (\$500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment of a License Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

## XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to these Standard Terms:

17.1 Amendments. These Standard Terms may not be amended except by a formal writing executed by all of the parties.

17.2 Dates. Any reference to a year shall refer to a calendar year unless a fiscal year is specifically stated. Sunday, Saturday and Arizona legal holidays are holidays for purposes of the License Agreement and issued Site Permits.

17.3 Time of Essence. Time is of the essence of each and every provision of the License Agreement and any issued Site Permit.

17.4 Severability. If any provision of these Standard Terms shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of these Standard Terms.

17.4.2 These Standard Terms shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of City shall have any direct or indirect interest in the License Agreement and any Site Permit, nor participate in any decision relating to any License Agreement or Site Permit that is prohibited by law.

17.6 No Partnership. The transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Nonliability of Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount which may become due to any party or

successor, or with respect to any obligation of City or otherwise under the terms of any License Agreement or related to any License Agreement or any issued Site Permit.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by overnight express courier, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the License Agreements and to the City as follows:

If to City:                      Regulatory Affairs Manager  
   City of Chandler  
   Mail Stop 403  
   P.O. Box 4008  
   Chandler, AZ 85244-4008

Copy to:                         City Attorney  
   City of Chandler  
   175 S. Arizona Avenue, Suite 200  
   Chandler, AZ 85225

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

17.9 Construction. Whenever the context of these Standard Terms requires herein the singular shall include the plural, and the masculine shall include the feminine.

17.10 Funding. This subparagraph shall control notwithstanding any provision of the License Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill City's obligations under any License Agreement or any issued Site Permit are not appropriated by the Chandler City Council, City may terminate any such License Agreement and Site Permits by notice to Wireless Provider. City shall use best efforts to give notice of such a termination to Wireless Provider at least thirty (30) days prior to the end of City's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of the License Agreement and any issued Site Permit by City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection.

17.11 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of the License Agreement.

17.12 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to the License Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Wireless Provider's construction of improvements, Wireless Provider's negligence, Wireless Provider's failure to comply with the provisions of these Standard Terms (including any absence or inadequacy of insurance required to be carried by Wireless Provider).

17.13 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of the License Agreement for all purposes.

17.14 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce a License Agreement, issued Site Permits, or for failure to observe any of the covenants of these Standard Terms, a License Agreement or issued Site Permits or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.15 Approvals and Inspections. All approvals, reviews and inspections by City are for City's sole benefit and not for the benefit of Wireless Provider, its contractors, engineers or other consultants or agents, or any other person.

17.16 Legal Workers. If and to the extent A.R.S. §41-4401 is applicable Wireless Provider shall comply with laws regarding workers as follows:

17.16.1 Wireless Provider warrants to City that Wireless Provider and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Wireless Provider and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

17.16.2 A breach of the foregoing warranty by Wireless Provider shall be deemed a material breach of any approved License Agreement and any issued Site Permits that are subject to penalties up to and including termination of the License Agreement and any issued Site Permits.

17.16.3 City retains the legal right to inspect the papers of any employee of Wireless Provider or any subcontractor who works on a Use Area pursuant to a License Agreement and any issued Site Permits to ensure that they or the subcontractor is complying with the warranty given above.

17.16.4 City may conduct random verification of Wireless Provider's and its subcontractors' employment records to ensure compliance with the warranty given above.

17.16.5 Wireless Provider shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

**City of Chandler Wireless in the ROW Standard Designs and Concepts**



**Wireless in the ROW Fee Structure**

[THIS EXHIBIT TO BE ADDED UPON CITY COUNCIL APPROVAL IN JANUARY, 2018].

## **Standards for Letters of Credit**

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to these Standard Terms, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.

1.2 The Letter of Credit is payable to City upon presentation of the City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Regulatory Affairs Manager or designee, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Regulatory Affairs Manager or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer shall have a net worth of not less than \$1 billion.

## Form Of Letter Of Credit

Date \_\_\_\_\_, 20\_\_

Letter of Credit No.: \_\_\_\_\_

Regulatory Affairs Manager  
City of Chandler  
P.O. Box 4008  
Mail Stop 403  
Chandler, AZ 85244-4008

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of \_\_\_\_\_ in the aggregate amount of \_\_\_\_\_ (\$ \_\_\_\_\_), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_.
2. By email to \_\_\_\_\_.
3. By hand or overnight courier service delivery to:  
[This address must be in Maricopa County, Arizona.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. By hand or overnight courier service delivery to:  
[This address need not be in Maricopa County, Arizona]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Letter of Credit is valid until \_\_\_\_\_, 20\_\_ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

\_\_\_\_\_[bank name] \_\_\_\_\_, a \_\_\_\_\_  
By \_\_\_\_\_[bank officer's signature] \_\_\_\_\_  
\_\_\_\_\_[bank officer's name printed] \_\_\_\_\_  
Its \_\_\_\_\_[bank officer's title] \_\_\_\_\_  
Phone: \_\_\_\_[bank officer's phone number] \_\_\_\_\_

5852229v15

**Form Of Draft On Letter Of Credit**

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

From:       Regulatory Affairs Manager  
              City of Chandler  
              P.O. Box 4008  
              Mail Stop 403  
              Chandler, AZ 85244-4008

Date: \_\_\_\_\_, 20\_\_\_\_\_

Ladies and Gentlemen:

Pursuant to your Credit No. \_\_\_\_\_, the City of Chandler hereby demands cash payment in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

Please make your payment to the City of Chandler in the form of a wire deposit to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Regulatory Affairs Manager of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

\_\_\_\_\_  
City of Chandler, Regulatory Affairs Manager

**Assumption Of Wireless Provider Right-Of-Way License Agreement**

Regarding \_\_\_\_\_

This assumption is made pursuant to paragraph 16.5 of that certain Wireless Provider Right-of-way License Agreement (the "License Agreement") between City of Chandler, an Arizona municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Wireless Provider") dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), having acquired the rights of the Wireless Provider under the License Agreement, hereby assumes the License Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the License Agreement, all in favor of City. The person signing this document on behalf of Assignee warrants to City his authority to do so.

Dated: \_\_\_\_\_, 20\_\_\_\_

ASSIGNEE: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Date



## **RESOLUTION NO. 2018-01 - EXHIBIT C**

City of Flagstaff  
Standard Design Requirements for Small  
Wireless Facilities in the Right Of Way

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### **STANDARD DESIGN REQUIREMENTS FOR SMALL WIRELESS FACILITIES IN THE RIGHT OF WAY**

|                   |   |
|-------------------|---|
| <b>I</b>          | Definitions   |
| <b>II</b>         | Common Standard Design Concepts, Requirements, and Details                                    |
| <b>III</b>        | Standard Design Requirements for Small Wireless Facility on Existing Streetlights             |
| <b>IV</b>         | Standard Design Requirements for Small Wireless Facility on Existing Traffic Signal Pole      |
| <b>V</b>          | Standard Design Requirements for Small Wireless Facility on Existing Third Party Utility Pole |
|                   |   |
| <b>Exhibit A1</b> | Calculating Height of Existing Streetlight  |
| <b>Exhibit A2</b> | Calculating the Height of Existing Streetlight with Integrated Mast Arm                       |
| <b>Exhibit B</b>  | Calculating the Height of Existing Traffic Signal Pole  |
| <b>Exhibit C</b>  | “Dog House” and External Cable Chase  |
| <b>Exhibit D1</b> | Panel Antenna Shroud – 45 Degrees   |
| <b>Exhibit D2</b> | Panel Antenna Shroud – 90 Degrees   |
| <b>Exhibit D</b>  | Example of Electrical Meter Pedestal  |

## **RESOLUTION NO. 2018-01 - EXHIBIT C**

City of Flagstaff  
Standard Design Requirements for Small  
Wireless Facilities in the Right Of Way

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### **I DEFINITIONS**

Terms used in this document are defined in the definitions below or may be found in A.R.S. §9-591.

“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“Antenna Mounting Bracket” means the hardware required to secure the antenna to the pole. “Antenna Mounting Post” means the vertical post or pipe that the antenna mounting bracket is mounted to in order for the antenna to be attached to the pole.

“Antenna Shroud” means the three-sided cover that is mounted at the base of the antenna to conceal the appearance of the cables and wires from the hand-hole port on the pole to the bottom-fed antenna.

“Canister Antenna” means the canister or cylinder style housing used to conceal the antenna(s), amplifier(s), radio(s), cables, and wires at the top of a pole.

“Clear View Zones” see “Sight Triangles”

“Communications Equipment” means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider’s network.

“Dog House” means the plastic or metal attachment to the base of a pole that covers the transition point of underground cables and wires to the vertical section of the pole.

“Ground Mounted Equipment” means any communications equipment that is mounted to a separate post or to a foundation on the ground.

“Light Emitting Diode” also referred to as “LED” is a type of lighting fixture installed on city streetlight and traffic signal poles.

“Light Fixture” means the lighting unit or luminaire that provides lighting during the evening hours or during the hours of darkness.

“Luminaire Mast Arm” means the horizontal post that attaches the light fixture to the streetlight pole or traffic signal pole.

“Omni-Directional Antenna” also referred to as an “omni antenna”, this antenna is round in shape, like a pipe, and may be about one (1) inch diameter up to about six (6) inches in diameter.

“Outside Diameter” also referred to as “OD” means the points of measurement, using the outer edges of a pole, pipe or cylinder.

“Panel Antenna” means the style of antenna that is rectangular in shape and with dimensions that are generally four (4) feet to eight (8) feet in height, by eight (8) inches to twelve (12) inches wide, and four (4) inches to nine (9) inches deep.

“Remote Radio Heads (RRH) / Remote Radio Units (RRU)” means the electronic devices that are used to amplify radio signals so that there is increased performance (farther distance) of the outgoing radio signal from the antenna.



## **RESOLUTION NO. 2018-01 - EXHIBIT C**

City of Flagstaff  
Standard Design Requirements for Small  
Wireless Facilities in the Right Of Way

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“Right-of-way” as defined for wireless sites in A.R.S. §9-591(18) means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

“Sight Triangles” means the traffic engineering and safety concept that requires clear view by the driver of a vehicle to crossing traffic at a stop sign, driveway or intersection. In order to achieve clear visibility of the cross traffic, the land areas in the sight visibility triangle has specific maximum heights on landscaping, cabinets, and other potential view obstructions. Sight Triangles shall be determined in accordance with the criteria in the current edition of “A Policy on Geometric Design of Highways and Streets” published by AASHTO.

“Signal Head” means the “Red, Yellow and Green” light signals at a signal-controlled intersection.

“Signal Head Mast Arm” means the horizontal pole that has the signal heads mounted to it and attaches to the traffic signal pole.

“Small Wireless Facility (SWF)” as defined in A.R.S. 9-591(19), means a Wireless Facility that meets both of the following qualifications:

1. All antennas are located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna, that has exposed elements, the antenna and all of the antenna’s exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet in volume
2. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
  - a. An electric meter.
  - b. Concealment elements.
  - c. A telecommunications demarcation box.
  - d. Grounding equipment.
  - e. A power transfer switch.
  - f. A cutoff switch.
  - g. Vertical cable runs for the connection of power and other services.

“Stealth and Concealment Elements” means the use of shrouds, decorative elements, design concepts and faux elements so that a small wireless facility can be designed to blend in with the surrounding streetscape with minimal to any visual impact.

“Utility Pole” as defined in A.R.S. §9-591(21) means a pole or similar structure that is used in whole or in part for communications services, electric distribution, lighting or traffic signals. Utility pole does not include a monopole.

## **RESOLUTION NO. 2018-01 - EXHIBIT C**

### **II**

#### **COMMON STANDARD DESIGN CONCEPTS, REQUIREMENTS AND DETAILS**

The following standard design requirements shall be applied to all new small wireless facilities in the City of Flagstaff's Right-Of-Way (ROW), whether for a small wireless facility to be installed on an existing or replacement streetlight pole, an existing or replacement traffic signal pole, an existing or replacement utility pole, or on an existing or new wireless support structure.

##### **A. Pole Design & Installation**

###### **1. Replacement Pole Clearances – Underground Utilities**

All ground-mounted electrical equipment shall maintain minimum horizontal clearance from underground utilities.

- a. Clearance from water lines shall be at least six (6) feet.
- b. Clearance from sewer lines shall be at least six (6) feet.
- c. Clearance from telecommunications shall be at least one (1) foot.
- d. Clearance from cable television lines shall be at least one (1) foot.
- e. Clearance from all other underground infrastructure shall be at least six (6) feet.
  - i. The City, in its sole discretion, may grant a variance, upon approval by the City Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent factors specific to the site.
  - ii. In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have lines, pipes or property moved so that minimum clearance is achieved. All relocation of City- owned or a privately-owned utility shall be at the sole expense of the wireless provider.

###### **2. Calculating the Base Height of an Existing Pole**

The base height, from which the calculation of the "increase in pole height" is referenced for determining the overall pole height, shall be calculated as follows:

- a. Streetlight Pole (see Exhibit A1 and A2)
  - i. A streetlight with a separate luminaire mast arm mounted to the vertical pole shall use the top of the vertical pole as the base height.
  - ii. A streetlight, with the luminaire mast arm integrated (e.g. telescopic style pole) into the top vertical section of the pole, shall use the point on the pole where the mast arm is connected plus twenty-four (24) inches as the base height.
- b. Traffic Signal Pole (see Exhibit B)
- c. A traffic signal pole with a luminaire mast arm that is mounted above the signal head mast arm to the pole shall use the top of the vertical portion of the pole as the base height.

###### **3. Replacement Pole Clearance – Original Streetlight Pole or Traffic Signal Pole**

The minimum distance of the replacement pole from the original pole location shall be sixty (60) inches or more so that construction can occur safely. The City may change this minimum distance on a case-by-case basis.

###### **4. Replacement Pole Clearances – Sidewalks**

The new or replacement pole shall maintain clearances from sidewalks, curbs and streets in accordance with the City of Flagstaff Engineering Standards Section 13-12-003-0004.

###### **5. Intersection Sight Triangles, Clear View Zones**

## **RESOLUTION NO. 2018-01 - EXHIBIT C**

All new and replacement poles shall be installed in a location that does not impair or interfere with Intersection Sight Triangles and Clear View Zones safety requirements.

6. Cables, Wires and Jumpers

- a. All cables for the wireless equipment and antennas – except where such cables or wires attach to the ports in the antenna – shall be located inside a conduit, inside the caisson and pole. There shall not be any “dog house” or externally visible conduit or entry point of the cables.
- b. All electrical wires for the streetlight luminaire, traffic signal heads, and any City device on the pole shall be new and connected to the existing power source.

7. Hand-holes

- a. All hand-hole locations shall be called out on the plans.
- b. All hand-holes near antennas shall have the top of the hand-hole no lower than the bottom height of the antennas.
- c. The bottom of the hand-hole should not exceed six (6) inches below the bottom of the antenna.

8. Wireless Facility Identification Information

- a. A four (4) inch by six (6) inch Radio Frequency Safety notice must be mounted no less than twenty-four (24) inches from the bottom of the antenna, facing away from traffic.
- b. The wireless provider may place a discreet site identification or number. The size, color and location of this identifier shall be determined by the City.
- c. No wireless provider signs may be placed on a streetlight, traffic signal pole, wireless support structure, or a new or replacement pole except to the extent required by local, state or federal law or regulations.

9. Interference with City Wireless Network

The City has certain wireless devices in a network that connects traffic signals, community centers, water sites, and other locations for the City’s proprietary use. The selection of a location for a wireless site shall consider the potential interference of the City’s wireless network with RF from a wireless provider’s proposed site.

- a. The City, in its sole discretion, after researching the proposed site, radio frequencies, line of sight to other wireless locations in the City’s network, and other technical factors may allow a wireless provider to install a site in the ROW.

10. Cable Chase and Dog Houses

The City, in its sole discretion, shall determine if an exterior cable chase and dog house are aesthetically compatible with the pole and immediate area. The materials and paint color of the cable chase and dog house shall be determined on a case-by-case basis.

B. Removal of Original Pole, Equipment and Pole Foundation

1. Removal of Original Signal Pole, Mast Arm, Signal Heads and Luminaire

- a. The City shall determine what original components, (e.g., original pole, mast arm, signal heads and luminaire, etc.) shall be delivered at no cost to the City, to the City’s Street Transportation Operations Yard by the wireless provider.
- b. If the City accepts some of the original components, then only those components shall be delivered by the wireless provider to the City’ Street Transportation Operations Yard and the remaining components shall be discarded by the wireless provider.

## RESOLUTION NO. 2018-01 - EXHIBIT C

### 2. Removal of Original Streetlight or Traffic Signal Pole Foundation

The concrete pole foundation for the original streetlight or traffic signal pole shall be removed by the wireless provider as instructed by the City:

#### a. Partial Removal

The original pole foundation shall be taken back to a level that is twelve (12) inches below existing grade and covered with four (4) inches of one-half (1/2") inch to three (3/4") quarter inch rock materials. The remaining eight (8) inches shall be native soil.

#### b. Complete Removal

If the entire original pole foundation must be removed, then all materials (concrete, rebar, metals, bolts, etc.) shall be removed. The City's Inspector shall determine, on a case-by-case basis, the type of backfill material and compaction required – ranging from native soil that is compacted to a half (1/2) sack slurry for the entire depth, or a combination of native soil and slurry.

### C. Antennas, RRH/RRU, Cables and Mounting on Pole:

#### 1. General Requirement: All antennas shall be installed in a manner that minimizes the visual impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.

#### 2. Specific Criteria:

##### a. Antenna Mounting Posts and Brackets

- i. All panel antennas shall be mounted directly to the pole or onto a mounting pole so that the distance from the "face" of the streetlight pole to the back of the antenna does not exceed nine (9) inches.
- ii. All mounting posts shall be trimmed so that the poles do not extend higher than the top of the antenna or protrude lower than the antenna unless necessary to install the shroud.
- iii. All pole attached wireless equipment must be a minimum ten (10) feet from the sidewalk elevation.

##### b. Panel Antennas

- i. All panel antennas for a small cell site shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume in accordance with A.R.S. §9-591(19)(a). (NOTE: This volume does not include antenna cable shrouds when required.)
- ii. All panel antennas with exposed cables from the bottom of the antenna shall have a shroud installed on the antenna or antenna mounting posts to conceal the cables. (see Exhibits D1 and D2)
  - a. The type of shroud may be a forty-five (45) degree angle (away from the bottom of the antenna; toward the pole) or a ninety (90) degree angle (parallel to the bottom of the antenna) depending on the location of the site.
  - b. The shroud shall extend from the bottom of the antenna to two (2) inches below the bottom of the nearest hand-hole.

##### c. Canister Antennas

- i. All canister antennas shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume. (Note: This volume does not include the canister as it is a stealth device and not the antenna.)
- ii. The canister shall be no larger than eighteen (18) inches in diameter (OD).
- iii. All canister antennas shall be located in a canister that is mounted to a base plate at the top of the vertical section of the replacement pole.
- iv. All cables protruding from the canister shall be concealed within the canister or by a shroud at the point where the canister is mounted to the base plate.

## RESOLUTION NO. 2018-01 - EXHIBIT C

d. Remote Radio Heads (RRH) / Remote Radio Units (RRU)

Under State Law §9-591(19)(a), the RRH/RRU is not considered part of the antenna. If allowed, the RRH/RRU shall be calculated as part of “All other wireless equipment associated with this facility...” in A.R.S. §9-591(19)(b) that is subject to the twenty-eight (28) cubic feet maximum size for small cell sites.

- i. On a case-by-case basis, the City in its sole discretion and – upon reviewing the landscape in the immediate surrounding area, the location of the pole, and stealth options, may allow a site to have an RRH/RRU installed on the pole.

D. Ground-mounted Equipment:

1. General requirement: All ground-mounted equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.

2. Specific criteria:

a. Intersection Sight Triangles, Clear View Zones:

All ground-based wireless equipment shall be installed in a location that does not impair or interfere with Intersection Sight Triangles and Driveway Clear View Zones.

- b. All ground-based wireless equipment, including but not limited to equipment cabinets or power pedestals, shall be placed as far as practical to the back of the ROW while maintaining at least three (3) feet of ingress/egress in the ROW or public utility easement (PUE) around the equipment.

c. Ground Equipment Clearances—Underground Utilities

- i. All ground-mounted electrical equipment shall maintain minimum horizontal clearance from below-ground utilities:

- a. Clearance from water lines shall be at least six (6) feet.
- b. Clearance from sewer lines shall be at least six (6) feet.
- c. Clearance from telecommunications shall be at least one (1) foot.
- d. Clearance from cable television lines shall be at least one (1) foot.
- e. Clearance from all other underground infrastructure shall be at least six (6) feet.

- ii. The City, in its sole discretion, may grant a variance upon approval from the City Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent on factors specific to the site.

- iii. In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have its lines, pipes or property moved so that minimum clearance is achieved. All relocation work of City-owned or a privately-owned utility shall be at the sole expense of the wireless provider.

d. Ground Equipment Clearance – Sidewalks

The ground equipment shall maintain a minimum twelve (12) inch clearance distance from sidewalks. The City, in its sole discretion, may increase the minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.

e. Screening of Ground Equipment

The City, in its sole discretion, may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area. The screening or concealment shall take into account the location of the site, the use of the immediate area, and the existing aesthetic elements surrounding the site. The type of screening materials and design will be addressed on a case-by-case basis.

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- i. In cases when screening is not required, the City may specify the paint color of the ground-mounted equipment.
  - f. Decals and Labels
    - i. All equipment manufacturers' decals, logos and other identification information shall be removed unless required for warranty purposes.
    - ii. The wireless provider of the site may place an "Emergency Contact" decal or emblem to the ground equipment.
    - iii. The ground-mounted equipment shall not have any flashing lights, sirens or regular noise other than a cooling fan that may run intermittently.
  - g. Equipment Cabinets on Residential Property
    - i. Residential Single-Family Lot

The Wireless Equipment and Ancillary Equipment listed in A.R.S. §9-591(19)(b) shall not exceed thirty-six (36) inches in height in the front yard of a residential single-family zoned property.
    - ii. Air-conditioning Units

Unless otherwise specified by City, a wireless equipment cabinet with air-conditioning (not a fan only) shall be enclosed by walls and setback a minimum of fifteen (15) feet from lots where the existing or planned primary use is a residential single-family dwelling.
  - h. Electric Company Meter
    - i. All electric company meters shall be installed in the ROW or PUE. The location of the meter equipment shall have minimum ingress and egress clearance from private property lines and driveways.
    - ii. All electric company meters shall maintain minimum clearance from above-ground utility cabinets and below-ground utilities.
    - iii. All electric company meters shall be installed in a location that does not impair or interfere with the City's Intersection Sight Triangles and Clear View Zones safety requirements.
    - iv. The electric company meters shall be screened or contained within a "Myers-type" or "Milbank-type" pedestal cabinet that is painted to match the ground equipment or as specified by the City. (see Exhibit E)
    - v. In the case where screening is not required, the City may specify the paint color of the electric company meter cabinet on a case-by-case basis.
- E. Location Restrictions:
  - 1. Street Classification: New SWF will not be permitted on any street classified as Residential or Minor Collector. Please refer to the "Roadway Functional Classification Map" in the City of Flagstaff Engineering Standards Section 13-10-014-0003 for map of the allowed street classifications (with the exception of Minor Collector).
  - 2. Jurisdictional Right of Way: Within the City of Flagstaff there are several streets that are under the jurisdiction of the Arizona Department of Transportation. The City of Flagstaff is not authorized to permit new SWF within these Right's of Way.
  - 3. Flood Plain: The City of Flagstaff recognizes wireless communication infrastructure as a Risk Category IV facility as described in FEMA P-942 Appendix I Definitions of Critical Facilities and Risk Categories. In accordance with City Code Section 12-01-001-0006.8 Miscellaneous Provisions: J. No new critical facility shall be constructed within the 100 or 500-year floodplain.
  - 4. Should a new pole be placed adjacent to a street identified in the City of Flagstaff's Regional Plan, the ultimate street section shall be considered. To the extent possible the pole and equipment shall be placed two (2) feet behind the ultimate location of the sidewalk for that street section to reduce the possibility of a future relocation when the street is built out.

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### **III**

#### **STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING STREETLIGHT**

The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned or third party-owned streetlight in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW, retains the right to modify or adjust the requirements on a case-by-case basis.

##### **A. Pole Criteria:**

1. **Purpose of Streetlight Pole:** The primary purpose of the pole shall remain as a pole structure supporting a streetlight luminaire and related streetlight fixtures used to provide lighting to the City ROW. The attachment of wireless equipment to an existing streetlight pole or to a replacement pole that impedes this primary purpose will not be approved.
2. **General Requirement:**
  - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
  - b. The City of Flagstaff Engineering Standard for streetlights is a direct bury pole which was not designed to accommodate additional equipment. Each SWF located on an existing streetlight must be replaced with a new pole and foundation that accommodates the structural needs of the streetlight and SWF equipment.
  - c. Any SWF to be located on an existing streetlight that does not meet these standards, or the Engineering Standards, must be brought into compliance with current standards.
  - d. A replacement pole shall match the City of Flagstaff standard streetlight pole, as closely as possible, subject to more specific criteria below.
  - e. For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to City in advance so the pole can be replaced promptly in case of a knockdown
  - f. All plans shall be signed and sealed by a Professional Engineer.
  - g. All other details in the City of Flagstaff Engineering Standards Section 13-12
3. **Specific Criteria:**
  - a. **New or Replacement Pole Height**

A new or replacement pole may be installed without zoning review if one of the two height requirements is met:

    - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
    - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J)
  - b. **Overall Height of Replacement Pole**
    - i. The “base” height of an existing streetlight pole shall be the height of the vertical pole section from the existing grade. The height of the luminaire mast arm, if higher than the vertical pole section, shall not be used to determine the new overall height of the replacement pole.
    - ii. If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister, top of the omni-directional antenna, or the top of the panel antenna
  - c. **Increase in Outside Diameter (OD) of Pole**



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The non-tapered replacement pole outside diameter (OD) of the base section shall be equal to the top section, and the OD shall not exceed eight and five-eighths (8-5/8) inches (the pole manufacturing industry standard OD for an 8 inch diameter pole) or a 100% increase in diameter of the original pole, whichever is less

- d. Luminaire Mast Arms
  - i. All luminaire mast arms shall be the same length as the original luminaire arm, unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
  - ii. Unless otherwise approved, all luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
  - iii. The replacement luminaire mast arm shall be at the same height above the ground as the existing luminaire.
- e. Luminaire Fixtures
  - i. All replacement poles shall have the City standard light fixture installed in accordance with City of Flagstaff Engineering Standards Section 13-12
  - ii. All replacement light fixtures shall have a new photo-cell or sensor installed to City standard.
- f. Pole Foundation
  - i. All pole foundations shall conform to the City's adopted standards and specifications on streetlight design and shall be modified for wireless communications equipment and cables.
  - ii. The City, in its sole discretion, may allow the pole foundation design to be "worst case" for all soil conditions.
  - iii. A separate, one-inch diameter conduit shall be installed in the pole foundation for the City's luminaire wire and any additional City wires or cables. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
  - iv. The height of the pole foundation shall be two (2) inches above finished grade. If the pole foundation encroaches into any portion of the sidewalk, then the pole foundation shall be flush with the sidewalk.
  - v. Shrouds for the streetlight pole mounting bolts may be required for the replacement pole
- g. Painting of Replacement Pole, Luminaire, Antennas and Mounting Equipment
  - i. Replacement poles shall be painted and galvanized in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
  - ii. Luminaire, associated fixtures, and housings shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
  - iii. Antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted shall be painted to match the luminaire, associated fixtures and housings in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
- h. Wireless provider shall install pole numbers on each replacement pole (to match the number on the existing streetlight pole being replaced) when a pole number exists.

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### **IV**

#### **STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING TRAFFIC SIGNAL POLE**

The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned traffic signal in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

##### **A. Pole Criteria:**

1. **Purpose of Traffic Signal Pole:** The primary purpose of the traffic signal pole shall remain as a pole structure supporting a traffic signal and related streetlight fixtures (including a street sign) used to provide traffic control and lighting to the City ROW. The attachment of wireless equipment to a new or replacement traffic signal pole that impedes this primary purpose will not be approved.
2. **General Requirement:**
  - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
  - b. A replacement pole shall match the City of Flagstaff standard traffic signal pole, as closely as possible, subject to more specific criteria below.
  - c. For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to the City in advance so the pole can be replaced promptly in case of a knockdown.
  - d. All plans shall be signed and sealed by a Professional Engineer.
  - e. All other details in the City of Flagstaff Engineering Standards Section 13-16 shall apply.
3. **Specific Criteria:**
  - a. **New or Replacement Pole Height**

A new or replacement pole may be installed without zoning review if one of the two height requirements is met:

    - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
    - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J).
  - b. **Overall Height of Replacement Pole**

The height of the replacement pole is measured from grade to the top of the antenna canister or the top of the panel antennas if the antennas are the highest elements.
  - c. **Increase in Outside Diameter (OD) of Pole**
    - i. If the replacement pole is a taper design, the diameter of the base section of the replacement pole OD shall not exceed twelve (12) inches or a 100% increase in the OD of the base section, whichever is less.
    - ii. If the replacement pole is non-tapered, then the diameter of the base section shall be equal to the top section and the OD shall not exceed twelve (12) inches or a 100% increase, whichever is less.
  - d. **Signal Head Mast Arms**
    - i. The traffic signal head mast arms shall be the same length as the original signal head mast arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.

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- ii. All signal head mast arms shall match the arc (if applicable) and style of the original signal head mast arm.
- e. Luminaire Mast Arms
  - i. All luminaire mast arms shall be the same length as the original luminaire arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
  - ii. All luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- f. Signal Heads
  - i. All existing signal heads shall be replaced, at no cost to City, with new light-emitting diode (LED) signal heads in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0007.
  - ii. All signal heads shall be from the City of Flagstaff approved list of traffic signal components and products maintained by the City Traffic Engineer in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0001.
- g. Luminaire Fixtures
  - i. All replacement poles shall have the City standard light fixture in accordance with City of Flagstaff Engineering Standards Section 13-12
  - ii. All replacement light fixture shall have a new photo-cell or sensor installed to City standard.
- h. Other City Elements on Signal Mast Arm or Pole

All existing emergency signal detection units, video detection cameras, video cameras, cross walk service buttons, cross walk signals, and any other pedestrian or traffic devices shall be replaced with new units by wireless provider and installed at no cost to the City. All equipment shall be procured from a list of City approved suppliers.
- i. Signs and Other Misc.

All street name plates or signs, directional signs and any other City approved signs shall be replaced with new signs at no cost to the City. All signs and attachments shall be procured from a list of City approved suppliers.
- j. Traffic Signal Pole Foundation
  - i. All pole foundations shall conform to the City's standards and specifications on traffic signal pole design and shall be modified for wireless communications equipment, hand holes and cables.
  - ii. The wireless provider shall install a four (4) inch diameter (OD) conduit in the pole foundation for the City's cables and wires for the signal heads, luminaire and devices on the signal mast arm and luminaire mast arm. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
  - iii. In addition to the conduits for the City's use inside the pole, the wireless provider shall install one of the two options for its cables and wires:
    - a. One, six (6) inch diameter (OD) conduit in the pole foundation; or
    - b. Two, four (4) inch diameter (OD) conduits in the pole foundation. The length of the conduit shall extend from the pole foundation to six (6) inches above the signal head mast arm.

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- iv. Pole Foundation – Height Above Ground Level
  - a. If the pole foundation is in a landscaped or unimproved area, the height of the caisson shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.
  - b. Shrouds for the traffic signal pole mounting bolts may be required for the replacement pole.
- k. Painting of Pole, Antennas and Mounting Equipment
  - i. Traffic signal poles and equipment shall be painted and galvanized in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0009.
  - ii. Luminaire, associated fixtures, and housings shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
  - iii. Antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted shall be painted to match the luminaire, associated fixtures and housings in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003
- l. Construction of Traffic Signal

The installation work of the replacement traffic signal pole, including mast arms, signal heads and devices, must be performed in accordance with City of Flagstaff Engineering Standards Section 13-16-004.

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### **V**

#### **STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING THIRD PARTY UTILITY POLE**

The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing third party-owned utility pole in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case- by-case basis.

##### **A. Pole Criteria:**

1. **Purpose of Utility Pole:** The primary purpose of the pole shall remain as a pole structure supporting a cables and wires used to provide communications services and electric distribution in the City ROW. The attachment of wireless equipment to an existing third party-owned utility pole that impedes this primary purpose will not be approved.
2. **General Requirement:**
  - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
  - b. A SWF mounted on an existing third party-owned utility pole is subject to more specific criteria below.
  - c. Each existing pole used to support the wireless equipment; the pole shall be inspected, tested, and approved by a licensed structural engineer to be able to have the additional weight and wind-loading placed upon it within industry accepted safety margins.
  - d. All plans shall be signed and sealed by a Professional Engineer.
3. **Specific Criteria:**
  - a. **Replacement Pole Height**

A replacement pole may be installed without zoning review if one of the two height requirements is met:

    - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
    - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J).
  - b. **Overall Height of Replacement Utility Pole**
    - i. The “base” height of an existing utility pole shall be the height of the vertical pole section from the existing grade.
    - ii. If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister or the top of the panel antenna.
  - c. **Use of Existing Pole – Wood**
    - i. An existing wood pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
    - ii. Unless otherwise approved, the cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase outside of the pole, facing away from the street or away from on-coming traffic.
    - iii. If a “dog house” (see Exhibit C) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the

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City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.

d. Use of Existing Pole – Metal

- i. An existing metal pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
- ii. Panel antennas on a metal pole shall have the same “RAD center” (center of radiation) so the antennas will be at the same height on the pole.
- iii. The cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase on the outside of the pole, facing away from the street or away from on-coming traffic.
- iv. If a “dog house” (see Exhibit C) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.

e. Painting of Pole and Dog House

- i. If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the City.
- ii. If the existing or replacement pole includes a dog house for the transition of the cables and wires to the pole, the dog house shall be painted the same color as the pole or a color specified by the City.

f. Painting Antennas and Mounting Equipment

- i. All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement pole shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003 with a color that matches the new pole.
- ii. If the antenna is mounted on a wood pole, the color of the antenna, antenna canister, mounting brackets and posts, shrouds and cable chases shall be painted a color specified by the City that will closely match the color of the wood.

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EXHIBIT A1

CALCULATION POINTS FOR HEIGHT OF AN EXISTING STREETLIGHT WITH SEPARATE LUMINAIRE MAST ARM



The purple line next to the streetlight depicts the section of the existing streetlight pole that shall be used to calculate the height of the existing pole. The lines are not to scale and are solely used for illustrative purposes.

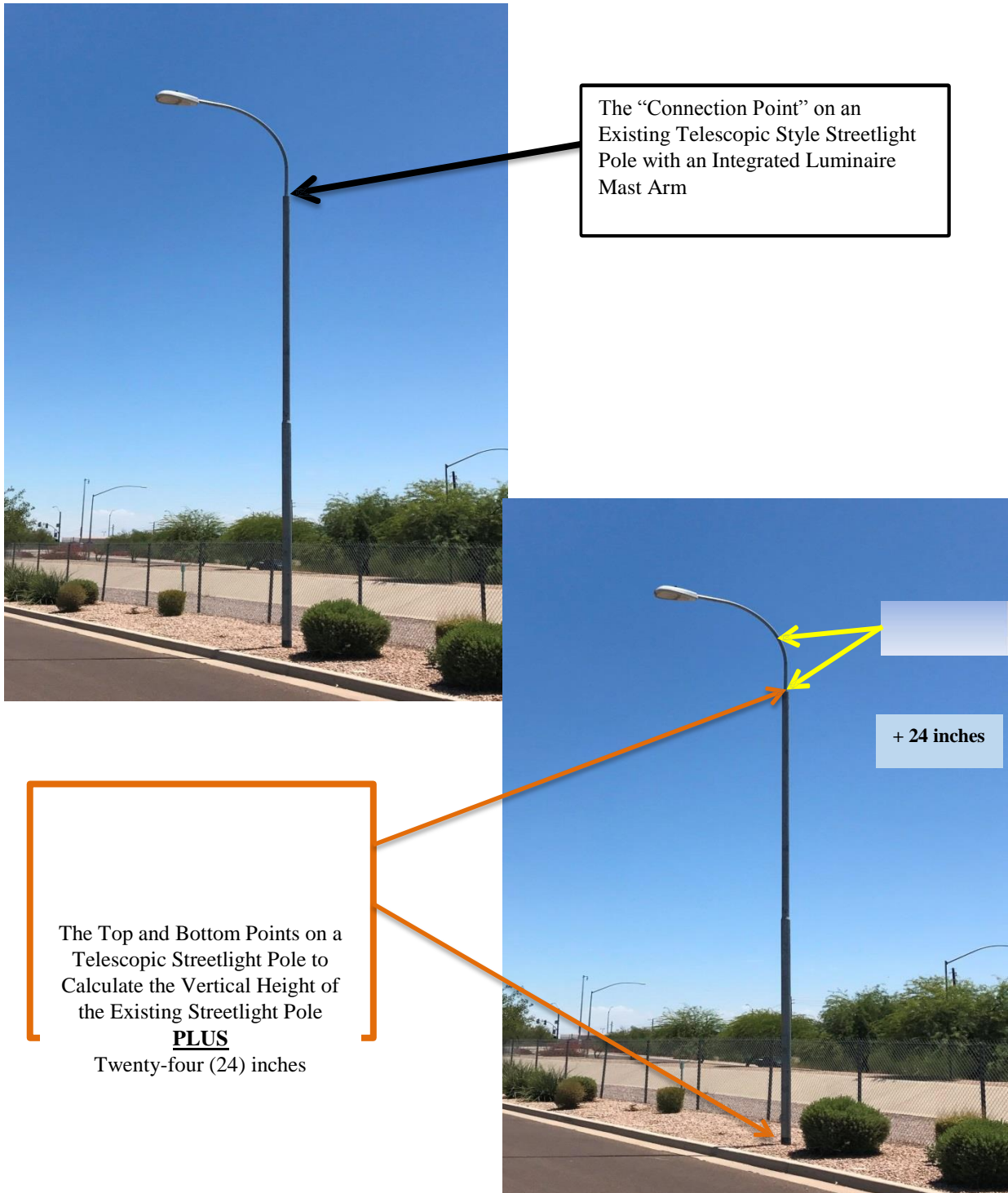


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### EXHIBIT A2 CALCULATION POINTS FOR HEIGHT OF AN EXISTING STREETLIGHT WITH INTEGRATED LUMINAIRE MAST ARM





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**EXHIBIT B  
CALCULATION POINTS  
FOR HEIGHT OF AN  
EXISTING TRAFFIC SIGNAL  
POLE**

The Top and Bottom Points  
on a Traffic Signal Pole to  
Calculate the Base Vertical  
Height of the Existing Pole

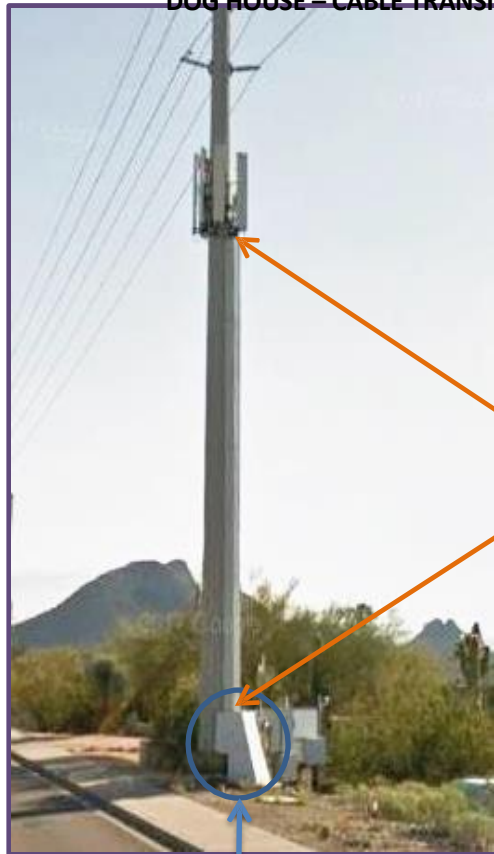
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### EXHIBIT C

#### DOG HOUSE – CABLE TRANSITION FROM UNDERGROUND TO ELECTRIC UTILITY POLE



External cable chase  
– the cables and  
wires are mounted  
underneath the  
chase.



“Dog House” with internal  
cable chase installed at the  
base of a pole to cover the  
cables and wires when they  
cannot be installed inside the  
utility pole.

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**EXHIBIT D1**  
**ANTENNA SHROUDS - 45**





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### EXHIBIT D2 ANTENNA SHROUDS - 90



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### EXHIBIT E

#### EXAMPLES OF ELECTRICAL METER PEDESTALS – “MYERS” OR “MIL BANK”



## ORDINANCE NO. 2018-07

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING TITLE 8 OF THE FLAGSTAFF CITY CODE, *PUBLIC WAYS AND PROPERTY*, TO AMEND CHAPTER 8-09, *UTILITY POLES AND WIRES*, RELATING TO WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

### RECITALS:

WHEREAS, the City Council desires to amend the City Code to comply with a new state law, Arizona Revised Statutes § 9-591 et seq., relating to the installation and operation of wireless facilities and poles in the right-of-way; and

WHEREAS, wireless facilities enable the delivery of wireless telecommunications and internet services used by the community.

### 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 8, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, is amended as follows (deletions shown as stricken, and new text is shown as capitalized and underlined):

#### **CHAPTER 8-09 UTILITY POLES AND WIRES**

#### SECTIONS:

|                      |  |
|----------------------|--|
| <u>8-09-001-0001</u> | DEFINITIONS:   |
| <u>8-09-001-0002</u> | <del>REGULATION OF ERECTION OF NEW UTILITY POLES AND WIRES:</del>    |
| <u>8-09-001-0003</u> | <del>UNDERGROUNDING AND COLLOCATION; WAIVER; EXEMPTIONS:</del>       |
| <u>8-09-001-0004</u> | <del>PROCEDURE FOR SECURING APPLICATION FOR PERMITS:</del>           |
| <u>8-09-001-0004</u> | <del>PREScribing STANDARDS FOR <u>WAIVER OF UNDERGROUNDING</u></del> |
| <u>8-09-001-0005</u> | <del>ISSUANCE OF PERMITS:</del>                                      |
| <u>8-09-001-0005</u> | DENIAL OF PERMIT; APPEAL PROCEDURE:                                  |
| <u>8-09-001-0006</u> | EXEMPTION: <u>WIRELESS FACILITIES:</u>                               |

#### **8-09-001-0001 DEFINITIONS:**

As used in this Chapter: TERMS WILL BE DEFINED AS FOLLOWS AND/OR AS DEFINED IN A.R.S. § 9-591.

COLLOCATE OR COLLOCATION MEANS TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE WIRELESS FACILITIES ON, OR WITHIN OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE.

A-DISTRIBUTION FEEDER is that portion of the distribution system feeding from a distribution substation to a specific load area and having a capacity of over three thousand (3,000) kva.

D-EXISTING UTILITY POLES AND WIRES shall mean such poles and wires and other facilities as are in place and in operation as of the effective date of this Chapter and including repairs, replacements, relocations on the same general alignment, additions, installation of services from existing lines or betterments, changes, improvements hereinafter made to maintain or increase service capabilities of existing utility poles, wires, service drops and other facilities, but shall not include extensions made to existing distribution lines.

MONOPOLE MEANS A WIRELESS SUPPORT STRUCTURE THAT IS NOT MORE THAN FORTY INCHES IN DIAMETER AT THE GROUND LEVEL AND THAT HAS ALL OF THE WIRELESS FACILITIES MOUNTED ON THE POLE OR CONTAINED INSIDE OF THE POLE.

SMALL WIRELESS FACILITY MEANS A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:

- (A) ALL ANTENNAS ARE LOCATED INSIDE AN ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME OR, IN THE CASE OF AN ANTENNA THAT HAS EXPOSED ELEMENTS, THE ANTENNA AND ALL OF THE ANTENNA'S EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME.
- (B) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT CUBIC FEET IN VOLUME OR FIFTY CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED PRIOR TO FEBRUARY 9, 2018. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME: AN ELECTRIC METER; CONCEALMENT ELEMENTS; A TELECOMMUNICATIONS DEMARCATION BOX; GROUNDING EQUIPMENT; A POWER TRANSFER SWITCH; A CUTOFF SWITCH; VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.

B-TRANSMISSION LINE is an electric line used for the bulk transmission of electricity between generating or receiving points and major substations or delivery points, and having a rating of over twenty five thousand (25,000) volts.

C-UTILITY POLES AND WIRES shall mean poles and structures and the wires, cables, transformers and all other facilities installed upon them used in or as a part of the distribution or transmission of electricity or in the transmission of telephone, telegraph, radio or television communications. A UTILITY POLE INCLUDES A CITY STREETLIGHT POLE OR TRAFFIC SIGNAL POLE. A UTILITY POLE DOES NOT INCLUDE A MONOPOLE.

WIRELESS FACILITY MEANS (A) EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK INCLUDING BOTH OF THE FOLLOWING: (i) EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS; (ii) RADIO TRANSCEIVERS, ANTENNAS, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION. (B) INCLUDES SMALL WIRELESS FACILITIES. (C) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN

ANTENNA. (D) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN A.R.S. § 9-506(I) OR MICROCELL EQUIPMENT DESCRIBED IN A.R.S. § 9-584(E).

WIRELESS PROVIDER MEANS A CABLE OPERATOR, WIRELESS INFRASTRUCTURE PROVIDER OR WIRELESS SERVICES PROVIDER.

WIRELESS SUPPORT STRUCTURE MEANS A FREESTANDING STRUCTURE, SUCH AS A MONOPOLE; A TOWER, EITHER GUYED OR SELF-SUPPORTING; A SIGN OR BILLBOARD; ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING SMALL WIRELESS FACILITIES; BUT DOES NOT INCLUDE A UTILITY POLE.

**8-09-001-0002 REGULATION OF ERECTION OF NEW UTILITY POLES AND WIRES UNDERGROUNDING AND COLLOCATION; WAIVER; EXEMPTIONS:**

A. THE CITY POLICY IS TO ENCOURAGE UNDERGROUNDING AND COLLOCATION OF FACILITIES ON EXISTING UTILITY POLES IN THE RIGHT-OF-WAY.

~~After the effective date of this Chapter,~~

B. No new NEW utility poles and wires OR MONOPOLES shall MAY be erected in the City RIGHT- OF-WAY above the surface of the ground unless a permit IF A WAIVER is first secured therefor from the City Engineer OR AN EXEMPTION APPLIES; except that the following construction may be installed without such a permit:

C. EXEMPTIONS:

THE FOLLOWING USES ARE EXEMPT FROM UNDERGROUNDING BUT REQUIRE A PERMIT ISSUED BY THE CITY ENGINEER:

A.1. Transmission lines and distribution feeder lines, together with related switchyards, substations and related equipment.

B.2. Pad-mounted transformers or pull boxes, service terminals, pedestal-type telephone terminals, telephone splice closures or similar on-the-ground facilities normally used in connection with and as part of underground electric distribution, telephone, telegraph or television system, or on-the-ground facilities attached to existing overhead facilities and which are used for the purpose of connecting an underground system with the existing facilities.

G-3. Temporary service facilities, such as facilities to furnish emergency service during an outage, facilities to provide service to construction sites, or other service of a limited duration, such as to a fair, carnival, outdoor exhibit or other function where the facilities will be installed for a temporary period only.

4. THOSE PARTS OF THE SINGLE-FAMILY RESIDENTIAL-RURAL ZONING DISTRICT (R-R) THAT BECAUSE OF DISTANCES AND COST CONSIDERATIONS, AND IN THE OPINION OF THE CITY ENGINEER WOULD CAUSE UNDUE HARDSHIP AND ECONOMIC BURDEN TO DEVELOP.

5. CITY STREETLIGHT AND TRAFFIC SIGNAL POLES ERECTED SOLELY FOR CITY USE (NO COLLOCATION ELEMENT).



**8-09-01-03 PROCEDURE FOR SECURING APPLICATION FOR PERMITS:**

- A. Any person ~~showing due cause and seeking a permit for the erection of~~ SEEKING TO CONSTRUCT any new, MODIFIED OR REPLACEMENT utility poles and wires OR MONOPOLES within the City boundaries and above the surface of the ground shall first make application ~~therefor~~ to the City Engineer.
- B. ~~THE~~ which application shall be ~~approved or denied~~ REVIEWED within thirty (30) days. IF THE APPLICATION IS DEFICIENT, THE CITY ENGINEER WILL NOTE ANY DEFICIENCIES AND THE APPLICANT WILL HAVE THIRTY (30) DAYS TO CURE THE SAME. AN APPLICATION WILL BE APPROVED OR DENIED WITHIN THE TIME SPECIFIED IN THE APPLICATION FORM UNLESS THE PARTIES AGREE IN WRITING TO AN EXTENSION OF TIME.
- C. IF THE APPLICANT SEEKS A WAIVER FROM UNDERGROUNDING, THE CITY ENGINEER'S REVIEW OF THE APPLICATION WILL INCLUDE CONSIDERATION OF THE STANDARDS FOR WAIVER.
- D. IF THE APPLICANT SEEKS A PERMIT FOR THE INSTALLATION, CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A MONOPOLE OR ASSOCIATED WIRELESS FACILITY IN A RIGHT-OF-WAY THE APPLICANT SHALL FIRST APPLY TO THE CITY ENGINEER FOR A PERMIT, WHICH PERMIT MAY BE ISSUED SUBJECT TO ZONING APPROVAL.

**8-09-001-0004 PREScribing STANDARDS FOR ISSUANCE OF PERMITS WAIVER OF UNDERGROUNDING:**

A permit for the erection of new utility poles and wires OR MONOPOLES may be granted only in the event the applicant makes an affirmative showing that the public's general health, safety and welfare and that of adjacent property owners will not be impaired or endangered or jeopardized by the erection as proposed. In deciding such matter, the following factors shall be considered:

The location and heights of such poles and wires and their relation to present or potential future roads, SIDEWALKS, BICYCLE LANES AND THE FLAGSTAFF URBAN TRAIL SYSTEM; ANY REASONABLE SPACING REQUIREMENTS ESTABLISHED BY THE CITY ENGINEER FOR POLES IN THE RIGHT OF WAY; UTILITY CLEARANCES AND AMERICANS WITH DISABILITIES ACT CLEARANCES; ACCESS TO OR USE OF ADJACENT PROPERTY; the crossing of such lines over much travelled highways or streets; the proximity of such lines to schools, churches or other places where people congregate; the probability of extensive flying in the area where such poles and wires are proposed to be located and the proximity to existing or proposed airfields; fire or other accident hazards from the presence of such poles and wires and the effect, if any, of same upon the effectiveness of fire fighting equipment; the aesthetics involved; the future conditions that may be reasonably anticipated in the area in view of a normal course of development; THE FEASIBILITY OF COLLOCATION ON AN EXISTING POLE OR STRUCTURE WITHIN 300 FEET; ZONING COMPLIANCE; ~~the practicality and~~ feasibility of underground installation of such facilities with due regard for the comparative costs between underground and overground installations; provided, however, that a mere showing that an underground installation shall cost more than an overground installation shall not in itself necessarily require issuance of a permit.

**8-09-001-0005 DENIAL OF PERMIT; APPEAL PROCEDURE:**

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In the event the permit is denied, the applicant may appeal the decision of the City Engineer by presenting his objections in writing to the City Engineer with a copy to the City Clerk within ten (10) days of the City Engineer's denial. The City Engineer may grant the permit within five (5) days or shall submit the appeal together with a written report of his recommendations to the City Council within twenty (20) days of the date of receipt of the appeal. The Council may hear arguments and shall decide the matter.

**8-09-001-0006 WIRELESS FACILITIES:**

- A. THE PURPOSE OF THIS SECTION IS TO COMPLY WITH A.R.S. § 9-591 ET SEQ.
- B. THE CITY ENGINEER OR HIS OR HER DESIGNEE IS AUTHORIZED TO EXCUTE MASTER LICENSES FOR USE OF THE RIGHT-OF-WAY AND TO ISSUE SMALL WIRELESS FACILITIES SITE PERMITS ON BEHALF OF THE CITY.
- C. A FORM OF MASTER LICENSE AND TERMS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION AND REPLACEMENT OF UTILITY POLES AND WIRELESS SUPPORT STRUCTURES IN THE RIGHT OF WAY SHALL BE MADE PUBLICLY AVAILABLE AND ADOPTED BY RESOLUTION OF THE CITY COUNCIL. IF A WIRELESS PROVIDER REQUEST DIFFERENT THAN THOSE ADOPTED THEREIN, THE CITY ENGINEER IN CONSULTATION WITH THE CITY ATTORNEY OR HIS OR HER DESIGNEE MAY AUTHORIZE MINOR DEVIATIONS UPON A SHOWING OF GOOD CAUSE, OR MAY REFER THE REQUEST TO COUNCIL FOR CONSIDERATION.
- D. THE STANDARD DESIGN REQUIREMENTS FOR WIRELESS FACILITIES IN THE RIGHT OF WAY SHALL BE AS DETERMINED BY THE CITY ENGINEER AND SHALL INCLUDE DESIGN STANDARDS AND CONCEALMENT ELEMENTS FOR WIRELESS FACILITIES, POLES AND SUPPORT STRUCTURES. THE STANDARD DESIGN REQUIREMENTS SHALL BE MADE PUBLICLY AVAILABLE AND SHALL BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL.
- E. A PERMIT IS REQUIRED FOR EACH WIRELESS FACILITY SITE IN THE RIGHT OF WAY AND EACH PERMIT WILL BE SUBJECT TO THE MASTER LICENSE.
- F. FEES RELATED TO USE OF THE RIGHT OF WAY FOR WIRELESS FACILITIES SHALL BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL.
- G. NO ZONING APPROVAL. PURSUANT TO A.R.S. § 9-593(C), (I) AND (K) SMALL WIRELESS FACILITIES THAT ARE COLLOCATED GENERALLY MAY BE LOCATED WITHIN RIGHT-OF-WAY WITHOUT ZONING APPROVAL:
  - 1. A NEW, REPLACEMENT OR MODIFIED UTILITY POLE ASSOCIATED WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY IS NOT SUBJECT TO ZONING REVIEW AND APPROVAL, SO LONG AS THE UTILITY POLE DOES NOT EXCEED 10 FEET IN HEIGHT ABOVE THE TALLEST EXISTING UTILITY POLE LOCATED WITHIN 500 FEET AND DOES NOT EXCEED 50 FEET IN HEIGHT, OR THE POLE DOES NOT EXCEED 40 FEET IN HEIGHT;

2. NEW SMALL WIRELESS FACILITIES COLLOCATED ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE IN THE RIGHT-OF-WAY ARE NOT SUBJECT TO ZONING REVIEW AND APPROVAL, SO LONG AS THE FACILITIES DO NOT EXTEND MORE THAN 10 FEET ABOVE THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE AND DO NOT EXCEED 50 FEET ABOVE GROUND LEVEL.

H. WHEN ZONING REVIEW IS REQUIRED.

1. MONOPOLES. NOTWITHSTANDING THE ABOVE, PURSUANT TO A.R.S. §§ 9-592(H) and 9-594(B), THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A MONOPOLE OR ASSOCIATED WIRELESS FACILITY IN A RIGHT-OF-WAY IS SUBJECT TO ALL CITY CODES AND REGULATIONS INCLUDING THE CITY ZONING CODE, SECTION 10-40.60.310, TELECOMMUNICATION FACILITIES, AS MAY BE AMENDED.
2. ANY WIRELESS FACILITY NOT OTHERWISE EXEMPT FROM ZONING UNDER SUBSECTION G IS SUBJECT TO ALL CITY CODES AND REGULATIONS INCLUDING THE CITY ZONING CODE, SECTION 10-40.60.310, TELECOMMUNICATION FACILITIES, AS MAY BE AMENDED.
3. WHEN ZONING REVIEW AND APPROVAL IS REQUIRED, THE ZONING OF THE ADJACENT LAND NEAREST TO THE PROPOSED FACILITY SHALL APPLY. [OPTION 1: ALL STANDARD ZONING PROCEDURES WILL APPLY.] [OPTION 2: ALL STANDARD ZONING PROCEDURES WILL APPLY, EXCEPT AN APPLICATION WILL NOT REQUIRE PLANNING AND ZONING COMMISSION APPROVAL OR A CONDITIONAL USE PERMIT.]

**8-09-001-0006 EXEMPTION:**

Specifically exempted from the provisions of this Chapter are:

~~Those parts of the Single Family Residential Rural Zoning District (R-R) that because of distances and cost considerations, and in the opinion of the City Engineer would cause undue hardship and economic burden to develop.~~

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. 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 4. 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 5. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2018.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

# City of Flagstaff

## FEE SCHEDULE

### FOR WIRELESS FACILITIES/POLES IN RIGHT-OF-WAY

Authority: A.R.S. § 9-591 et seq.

Definitions: See A.R.S. § 9-591.

Effective date: February 9, 2018

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#### **Application Fee – Small Wireless Facility**

##### **Collocation on New/Modified/Replacement Utility Pole: \$750**

Application fee for the installation of “new, replacement or modified utility poles” associated with the collocation of “small wireless facilities” in the right-of-way and utility easements. (A.R.S. § 9-592.H, K, L)

Example: Collocation on a modified or replacement City-owned streetlight or traffic signal pole.

#### **Application Fee – Small Wireless Facilities**

##### **Collocation of Same Type Facilities on Same Type Structures, up to 25 Sites: Max. \$750**

**Sites 1-5: \$100/each**

**Sites 6-25: \$50/each**

Application fee for permission to collocate small wireless facilities in the right-of-way and utility easements, “if the collocations each involve substantially the same type of small wireless facilities and substantially the same type of structure.” (A.R.S. § 9-593.D, F.1, J).

#### **Annual Use Fees - Small Wireless Facility**

**\$50 per collocation on a City-owned pole** (A.R.S. § 9-595.C, D.4)

And/or

**\$50 per site** (A.R.S. § 9-592.C, D.4)

Example 1: Use fees if collocated on a City-owned pole will be \$100/year.

Example 2: The use fee if collocated on a third party-owned pole will be \$50/yr.

#### **Application Fee – Not Small Wireless Facility: \$1,000**

##### **Collocation on New/Modified Monopole or Utility Pole**

Application fee for the “modification of existing or the installation of new monopoles or utility poles or for the collocation of wireless facilities” in the right-of-way and utility easements. (A.R.S. § 9-594.E.3, C.1)

**Annual Use Fee – New Monopole: to be determined after receipt of an application**

The City will charge a “rate or fee for the use of the right-of-way for the installation of a monopole and associated wireless facility that is not more than the “direct and actual costs of managing the right-of-way and that is not in the form of a franchise or other fee based on revenue or customer counts.” (A.R.S. § 9-594.E.4)

**Other Review Fees – If the wireless facilities are not exempt from zoning review, they are subject to zoning review and any applicable fees. (A.R.S. § 9-594.B)**

**Exempt:**

- Small Wireless Facility on a New/Modified/Replacement Utility Pole that does not exceed 40/50 feet in height above ground level (See A.R.S. § 9-592.I, J)
- Small Wireless Facility collocated in a right-of-way in any zone, that does not exceed 10 feet above utility pole or wireless support structure, and does not exceed 50 feet above ground level (A.R.S. § 9-593.C, A.R.S. § 9-592.J)

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City of Flagstaff  
INFORMATION IN SUPPORT OF PROPOSED FEES  
FOR WIRELESS FACILITIES/POLES IN PUBLIC RIGHTS-OF-WAY

Application Fee – Small Wireless Facility

Collocation on New/Modified/Replacement Utility Pole: \$750

Application – Small Wireless Facilities

Collocation on Same Type Facilities on Same Type Structures, up to 25 Sites: Maximum \$750

City staff is proposing adoption of these maximum fees allowed by law, because the City's actual costs for review and approval of an application will exceed those amounts.

The City has already adopted fees for steps typical of what will be involved for approval of a small wireless facility ("SWF") in the public right-of-way.\* The data to support those fees was duly published per A.R.S. § 9-499.15 prior to adoption, and are a matter of public record. See City website, City Council Agenda packets for June 6 and June 20, 2017. Those fees are set forth in Ordinance No. 2017-16 adopted by the City Council on June 20, 2017, and include the following:

- Conceptual Site Plan Review - \$420
- Site Plan Less than One Acre - \$2,550
- ROW Permit - \$547
- Building Permit - \$355.50 for first \$25,000 in value, then \$9 for each additional \$1,000 in value\*\*
- Plan Review – 65% of value of building permit\*\*

At the time of adoption, planning and development fees were set at 53% of cost recovery, while engineering is set at 100% cost recovery. Accordingly, the City actual review and approval costs for a SWF will exceed \$750.

\*See attached Example A process.

\*\* See attached Example B fee calculation.

Annual Use Fees – Small Wireless Facility

\$50 per collocation on a City-owned pole

And/or

\$50 per site

City staff is proposing that the City adopt the maximum fees allowed by law, as the wireless providers using the public rights-of-way are for-profit businesses using a public resource for gain. The annual use fee is nominal. Typical rent for wireless communications sites in Flagstaff Fair market value for wireless communications sites in Flagstaff ranges from \$500 to \$2,000 per month, depending on the site size, term of lease, etc. Current licensees and franchisees of the City pay an annual license fee for using public rights-of-way based on a percentage of gross revenues (Suddenlink – 5%; APS – 3%; El Paso Natural Gas – 3%; CenturyLink - 2% telephone service license tax)

Application Fee – Not Small Wireless Facility: \$1,000  
Collocation on a New/Modified Monopole or Utility Pole

City staff is proposing \$1,000 application fee, the maximum permitted by law. The City has already adopted steps typical of what will be involved for approval of a new/modified monopole or utility pole in the public right-of-way that is not a small wireless facility (“SWF”). The process is the same as described for a SWF (see above) except that a Conditional Use Permit is required. The adopted fee for a Conditional Use Permit is \$3,000. Accordingly, the City anticipates its actual review and approval costs for a monopole facility in the public ROW will exceed \$1,000.

Annual Use Fee – New Monopole: to be determined after receipt of an application.

City staff is proposing that if and when an application for a new monopole is received, that the City determine the applicable fee based upon the statutory requirements (A.R.S. § 9-594.E.4), and that it be duly adopted following notice and positing. This is the approach being taken by other Valley cities.

Other Review Fees – If the wireless facilities are not exempt from zoning review, they are subject to zoning review and any applicable fees.

City staff is proposing that City follow statutory mandate and charge applicable zoning review fees.

#### \*EXAMPLE A

##### Anticipated Process for Review and Approval

The City anticipates its review and approval process will include the following:

- Conceptual Site Plan review
- Site Plan approval
- Plan Review
- Conditional Use Permit (new/modified monopole only)
- Building Permit
- ROW Permit
- Inspections

##### Site Plan

- The process for approving a site plan generally takes 12-14 hours (cumulative) of Staff time per site. The steps to approve a proposed wireless site includes:
  - Initial meeting with City Staff and Wireless Provider site team to review proposed site locations and utilizing City’s Geographic Information System (GIS) layers to determine right-of-way (ROW), easements, city utilities and other private utilities that may pose a conflict at the site.
  - After the initial meeting, if a site is deemed to be a viable candidate, then in most cases, a site walk will be conducted with City Staff and Wireless Provider to verify that each proposed location has minimum



clearance to install the pole, ground equipment, underground conduit, electrical meter pedestal and to also check on clearance from sight visibility triangles, existing signage and landscape areas.

- Upon verbal agreement that a site is viable to move to preliminary design, the Wireless Provider will have its engineering contractor develop a plan set and obtain documents that meet the requirements of the “Conceptual Site Plan Approval” checklist that will be reviewed by City Staff.
- City Staff reviews and comments on the request for Site Plan Approval. If the site plan meets the requirements of the review, then the site receives approval to proceed to construction drawings for plan review, building permit, ROW permit and inspections.
- City Staff who are engaged in the Site Plan Approval process include:
  - Real Estate Manager
  - Development Manager
  - Development Engineer
  - Transportation Engineer
  - Streets Operations (Streetlight) Supervisor
  - Water Services Plan Reviewer
  - Stormwater Manager

In addition, City Attorney’s Office staff will incur time and expense in reviewing and/or negotiating the terms and conditions of any license to use the public rights-of-way.

#### \*\*EXAMPLE B

##### Example of Building Plan Review and Building Permit Fee Assumption: Small Wireless Facility has Total Value of \$30,000

- Building Permit Fee – the cost of a building permit is based upon a valuation-based fee schedule. The fee for a Building Permit to construct a SWF is calculated based on valuation of the following:
  - Site Acquisition Costs
    - Wireless Provider’s Staff Time
    - Site Acquisition Contractor (if used)
    - Cost for Other Contractors
  - Design & Engineering
    - Creation of Preliminary Site Plan
    - Title and Survey of ROW
    - Engineering of Foundation and Pole
    - Soil and Environmental Work
    - Development of Construction Drawings
    - All Wireless Equipment
  - Hardware Costs
    - Pole Foundation
    - Antennas
    - Electronic Equipment
    - Telecommunications Interface
    - Equipment Screening
    - Electrical Meter and Pedestal
    - Pole or Wireless Support Structure
    - Cables, Wires, Brackets, Mounting Equipment
    - Shrouds to Conceal Cable and Wires
    - Remote Radio Heads or Remote Radio Units
    - Foundation or Mount for Ground Equipment

- Costs for the Construction and Installation of Site

- |                                 |   |
|---------------------------------|---|
| ○ Pole Foundation               | ○ Pole or Wireless Support Structure          |
| ○ Antennas                      | ○ Cables, Wires, Brackets, Mounting Equipment |
| ○ Electronic Equipment          | ○ Shrouds to Conceal Cable and Wires          |
| ○ Telecommunications Interface  | ○ Remote Radio Heads or Remote Radio Units    |
| ○ Equipment Screening           | ○ Foundation or Mount for Ground Equipment    |
| ○ Electrical Meter and Pedestal | ○ Painting of SWF and Associated Equipment    |

- Building Plan Review Fee – the plan review fee, as adopted by City Council is calculated at a rate of sixty-five (65) percent of the value of the project.

For building permits ranging in value from \$25,001 to \$50,000, the following formula applies: The fee is \$355.50 for the first \$25,000 plus \$9.00 for each additional \$1,000.00

Building Permit Fee:

|                             |                           |
|-----------------------------|---------------------------|
| Base Fee =                  | \$355.50                  |
| Added Fee =                 | <u>45.00</u> (\$9.00 x 5) |
| Total Building Permit Fee = | \$400.50                  |

Total Building Permit and  
Plan Review Fee = \$660.83

Building Plan Review Fee:

|                              |              |
|------------------------------|--------------|
| Total Building Permit Fee =  | \$400.50     |
| Plan Review Fee Percentage = | <u>X 65%</u> |
| Total Plan Review Fee =      | \$260.33     |

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**10-40.60.310 Telecommunication Facilities**

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A. **Purposes.** This section is intended to accommodate the communications needs of residents and businesses in the City while protecting public health, safety, and welfare by:

1. Establishing predictable and balanced regulations that facilitate the provision of communications services;
2. Minimizing adverse visual effects of telecommunications facilities through careful design, siting, landscape screening, height limitations, innovative camouflage techniques, and protection of view shed corridors;
3. Avoiding potential damage to adjacent properties from tower failure through appropriate engineering;
4. Maximizing use of existing and future towers to minimize the number of towers needed to serve the City;
5. Locating telecommunications facilities away from residential neighborhoods and historical sites whenever feasible; and
6. Requiring compliance with the important public interest protections of this section without taking into consideration economic considerations or cost, unless such economic considerations or costs are so extraordinary, substantial, and unusual so as to prohibit or have the effect of prohibiting the provision of telecommunications services.

B. **Permitting Applicability.**

1. **Uses Permitted by Right.**

a. **FM/DTV/Low Wattage AM Broadcasting Facilities.** All applications for new FM/DTV/low wattage AM broadcasting facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Common Procedures.

b. **Attached Telecommunications Facilities.**

- (1) All applications for new attached telecommunications facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Common Procedures.
- (2) The Director may require an application for co-location to be considered by the Planning Commission at a public hearing on the basis of potential location, aesthetic or visually related impacts.

c. **Collocation Facilities.**

(1) All applications for collocation of a new wireless communications facility on an existing antenna-supporting structure that has been designed and approved to accommodate multiple wireless communications facility providers shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Concept Plan Review.

(2) The Director may require an application for co-location to be considered by the Planning Commission at a public hearing on the basis of potential location, aesthetic or visually related impacts.

d. **Stealth Telecommunication Facilities.** All applications for new stealth telecommunications facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Section 10-20.30.050, Concept Plan Review.

2. **Uses Requiring a Conditional Use Permit.**

a. **Antenna-Supporting Structures.** All new antenna-supporting structures and replacement antenna-supporting structures intended for commercial and emergency services or public facility use shall obtain a conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits, prior to submittal for building permit approval and the initiation of construction.

b. **AM Broadcasting Facilities.** All applications for new AM broadcasting facilities shall obtain a conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits, prior to submittal for building permit approval and the initiation of construction.

C. **General Requirements for Telecommunications Facilities.** The requirements set forth in this subsection shall govern the location, construction, and operation of all telecommunications facilities governed by this section.

1. **Building Code and Safety Standards.** Telecommunications facilities shall be maintained in compliance with applicable building and technical codes, including the EIA/TIA 222-F Standards, as published by the Electronic Industries Association and amended from time to time. Structural integrity shall be ensured through the approval of the applicable building permit.

2. **Regulatory Compliance.** All telecommunications facilities must comply with the regulations of the Federal Aviation Administration, the Federal Communications Commission, and any other agency of the State or Federal government with authority to regulate telecommunications facilities.

3. **Security.** All telecommunications facilities shall have appropriate security, as determined by the Director, including solid fencing that complies with Division 10-50.50, Fences and Screening.

4. **Lighting.** No artificial lighting of telecommunications facilities is permitted unless such artificial lighting is:

- a. Required by the Federal Aviation Administration, the Federal Communications Commission, or another State or Federal agency of competent jurisdiction; or
- b. Necessary for security.
- c. Such lighting shall comply with the development lighting regulations in Division 10-50.70, Outdoor Lighting Standards.

5. **Advertising.** No advertising is permitted on telecommunications facilities. Signage in compliance with Division 10-50.100, Sign Standards, is permitted at telecommunications facilities where personnel work permanently.

6. **Visual Impact.** Telecommunications facilities shall be sited and constructed to preserve the preexisting character of the surrounding buildings and vegetation, and shall comply with the natural resource protection standards in Division 10-50.90, Resource Protection Standards.

- a. All telecommunications facilities shall be painted a neutral non-reflective color, or be painted and/or textured to match adjoining structures or vegetation so as to reduce visual obtrusiveness, unless otherwise required by the Federal Aviation Administration or other competent State or Federal regulatory agency. Special attention shall be paid to camouflaging, to the maximum extent feasible, all portions of a telecommunications facility.
- b. To the maximum extent feasible, telecommunications facilities shall be placed directly above, below or incorporated with vertical design elements of a building to help in camouflaging.
- c. An equipment shelter or cabinet that supports telecommunications facilities shall be concealed from public view or made compatible with the architecture of surrounding structures. Equipment shelters or cabinets shall be screened from public view by using landscaping or materials and colors consistent with the surrounding backdrop. The shelter or cabinet shall be regularly maintained.
- d. Equipment shelters and screen units shall be in compliance with Division 10-50.50, Fences and Screening, and Division 10-30.60, Site Planning Design Standards.
- e. Camouflaged sites may be required by the Director and will be subject to the following minimum standards:
  - (1) Simulated pine branches must be located from a point that is 25 percent the height of the tower measured from finished grade to the top of the tower.
  - (2) A density of 2.3 simulated branches per one lineal foot of the tower is required. Branches

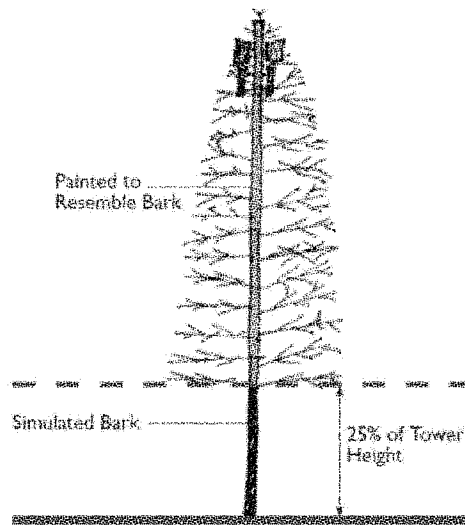
shall be installed on the tower in a random organic pattern.

(3) The minimum length for the lower level simulated branches is 10 feet long. Simulated branches must taper toward the top of the tower to give the appearance of a natural conically shaped evergreen tree.

(4) The tower shall be painted to emulate a natural tree trunk, while the bottom 25 percent of the height of the trunk shall be covered with a simulated tree bark product.

(5) Antennas shall be fitted with a cover or otherwise camouflaged, and shall not extend beyond the tree branches located immediately adjacent to the antennas.

**Figure 10-40.60.310A: Standards for Camouflaged Sites**



7. **Landscaping.** Landscaping shall be used to mitigate the visual impact of telecommunications facilities and ancillary structures. Evergreen plant material of a minimum height of five feet shall be planted adjacent to the exterior of any wall or fence a minimum of every 10 feet on center. The Director or the Planning Commission may waive or reduce these landscaping requirements if it is determined that the landscaping is unnecessary or it is impractical to provide necessary screening.

8. **Maintenance.** The site of a telecommunications facility shall have sufficient room for maintenance vehicles and other equipment used for maintenance to maneuver on the property. Vehicles and other equipment not used in direct support of a telecommunications facility shall not be stored or parked on the site of a telecommunications facility. Unmanned sites shall provide a gravel area for parking of maintenance vehicles.

9. **Site Size and Setbacks.**

a. The site of a telecommunications facility shall be of a size and shape sufficient to provide

adequate landscape screening as required by subsection (C)(7) of this section.

b. For rooftop antennas, a 1:1.2 setback ratio shall be maintained as a fall zone (for example, a 10-foot-tall antenna shall require a 12-foot setback from the edge of the building's roof).

**10. Height.**

a. Height of a tower shall be measured from the natural undisturbed ground surface below the center of the base of said tower to the top of the tower itself or, if higher, to the tip of the highest antenna or piece of equipment attached thereto. In the case of building mounted towers, the height of the tower includes the height of the portion of the building on which it is mounted.

b. A telecommunications facility located on a preferred site, as defined in subsection (E)(1) of this section, shall not exceed a height of 100 feet.

c. A telecommunications facility located on a neutral site, as defined in subsection (E)(2) of this section, shall not exceed a height of 75 feet.

d. A telecommunications facility located on a disfavored site, as defined in subsection (E)(3) of this section, shall not exceed a height that is the greater of:

(1) Sixty feet; or

(2) Five feet above the average maximum height of the foliage within 200 feet of the telecommunications facility, but in no case greater than 70 feet.

**D. Additional Requirements for Towers.** In addition to the general requirements set forth in subsection (C) of this section, towers shall be subject to the additional requirements set forth in this section.

1. Towers shall not be sited where they will negatively affect historic districts or scenic view corridors or where they will create visual clutter.

2. Towers shall be constructed to permit future co-location, unless doing so would be technically infeasible or aesthetically undesirable, as determined by the Planning Commission. Tower owners shall negotiate in good faith with providers of telecommunications services that seek to co-locate.

3. New towers shall not be located any closer than 300 feet from the right-of-way lines of the following streets and highways within the Flagstaff City limits:

a. Interstate 40.

b. Interstate 17.

c. U.S. Highway 89N.

- d. U.S. Highway 89A.
- e. U.S. Highway 180/Fort Valley Road.
- f. Route 66.
- g. Milton Road.
- h. Switzer Canyon Drive.
- i. North Humphreys Street.
- j. Cedar Avenue from Turquoise Drive to West Street.
- k. Lake Mary Road.

**E. Preferred, Neutral and Disfavored Sites.**

**1. Preferred Sites.**

- a. **Community Structures.** Any police or fire station, library, community center, civic center, courthouse, utility structure, smokestack, water tower, bridge, clock or bell tower, light pole, church steeple or other similar structure is a preferred site.
- b. **Collocation.** Any existing lawful wireless telecommunications facility shall be a preferred site. Any existing building where the antenna can be mounted directly to the side of the building or parapet is a preferred site.
- c. **Industrial Zones and Public Land.** Any site zoned LI, HI, or PF is a preferred site; provided, that such site is not park or open space land or a school site; and provided further, that such site is not a site described in subsection (E)(3) of this section. School sites are considered neutral or disfavored sites, depending on their zoning, proximity to residential neighborhoods, and the extent to which such sites meet the requirements of this section and the required findings listed in Section 10-20.40.050, Conditional Use Permits.
- d. **Power Line Corridors.** An existing tower structure that supports high voltage power lines in a power line corridor is a preferred site.

2. **Neutral Sites.** Any site zoned SC, CC, HC, CS, CB or RD is a neutral site; provided, that such site is not a site described in subsection (E)(3) of this section.

**3. Disfavored Sites.**

- a. **Residential Neighborhoods.** Any site in a zone not specified in subsection (E)(1) or (E)(2) of this



section is a disfavored site, unless such site has a General Plan designation or current governmental use of industrial or commercial, which may reclassify the site as preferred or neutral, respectively.

b. **Designated Locales.** Any site that is within a scenic view corridor as defined in subsection (E)(3)(c) of this section.

c. **Scenic Locales.** Any site along an exposed ridgeline, a public trail, public park, or other outdoor recreation area is a disfavored site, unless the telecommunications facility blends with the surrounding existing natural and man-made environment in such a manner as to be effectively unnoticeable, as determined by the Planning Commission.

#### F. **Applications and Procedure.**

1. **Permit Requirements.** An application for a conditional use permit for a telecommunications facility shall be submitted on a form prescribed by the City in compliance with Section 10-20.30.020, Application Process. The application shall include the information and materials specified in the checklist for applications for a telecommunications facility, together with the required fee established in Appendix 2, Planning Fee Schedule. Additional submittal requirements are also listed below.

a. **Engineering Report.** Each application shall include a report from a structural engineer licensed in the State of Arizona documenting the following:

- (1) Telecommunications facility height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design;
- (2) Total anticipated capacity of the telecommunications facility, including, in the case of a tower, the number and types of antennas that can be accommodated;
- (3) Evidence of structural integrity; and
- (4) Structural failure characteristics of the telecommunications facility and demonstration that site and setbacks are adequate to contain debris.

b. **Five-Year Plan and Site Inventory.** Each application shall include a five-year facilities plan and site inventory addressing the following:

- (1) A description of the type of technology (cellular, PCS, radio, television, etc.) that will be provided using the telecommunication facility over the next five years, including the radio frequencies to be used for each technology and the types of consumer services (voice, video, data transmission) to be offered;
- (2) A list of all of the applicant's existing telecommunications facility sites within the City and the Flagstaff Metropolitan Planning Organization Area, a list of all of the applicant's proposed

telecommunications facility sites within the City and the Flagstaff Metropolitan Planning Organization Area for which the applicant has filed a conditional use permit application, and a map showing location of these sites and service boundaries of other facilities operated by the applicant/provider in the area; and

(3) If the applicant does not know specific future telecommunications facility site locations but does know of the areas where the telecommunications facilities will be needed within the next five years to provide service, the applicant shall identify the areas.

c. **Additional Information for Sites that Are Not Preferred Sites.** Whenever an applicant proposes to construct a telecommunications facility on a site that is not a preferred site, as defined in subsection (E)(1) of this section, the applicant shall provide the following additional information:

(1) A map showing the area in which the proposed telecommunications facility could be sited to provide the needed coverage, and all preferred sites in that area; and

(2) A justification as to why the applicant is not proposing a preferred site, including the best efforts made to secure each of the preferred sites, why such efforts were unsuccessful, and why each of the preferred sites is not technically or legally feasible.

d. **Additional Information for Towers.**

(1) The applicant must explain why existing towers and other supporting structures cannot accommodate the proposed telecommunications facility. The applicant should describe in detail its best efforts made to obtain the use of such facilities, including, where applicable, the names and phone numbers of property owners contacted, summaries of meetings held with property owners, and written documentation from property owners denying use of their property;

(2) The applicant must state whether additional antennas can be co-located on the new tower and, if not, explain why the tower is not being constructed to accommodate future co-location; and

(3) The applicant must prepare a site review plan application that meets the requirements of Section 10-20.40.140, Site Plan Review and Approval.

2. **Technical Experts.** The Director is authorized to employ on behalf of the City an independent technical expert to review any technical material submitted under this section. The applicant shall pay all costs of said review, including any administrative costs incurred by the City. Any proprietary information disclosed to the City or the expert hired shall remain confidential and shall not be disclosed to any third party.

3. **Legal Counsel.** The City Attorney may employ on behalf of the City legal counsel to assist in the review of an application for a conditional use permit submitted. The applicant shall pay all costs of said

review, including any administrative costs incurred by the City.

4. **Procedure – General.** Applications for a conditional use permit for a telecommunications facility shall be subject to the general procedural requirements found in Section 10-20.40.050, Conditional Use Permits. Any decision to deny an application for a conditional use permit for a telecommunications facility, including on appeal to the Council, shall be in writing and shall be supported by substantial evidence in the written record.

5. **Report of Director.** In connection with the report of the Director required by Section 10-20.30.020, Application Process, the Director may require the applicant to submit additional justifications, documentation and other information in support of the showings that the applicant must make in compliance with the section. For each applicable showing or requirement of this section, the report shall:

- a. Review the application and the supporting documentation submitted by the applicant and any information prepared by or on behalf of the City or received by the City; and
- b. Explain how the information reviewed (or lack of information submitted) supports the recommendation to the Planning Commission required by Section 10-20.30.020, Application Process. Failure of the applicant to submit such information as the Director may require in compliance with this section shall be noted in the report and may be considered by the Planning Commission.

6. **Review.** The Planning Commission shall not issue a conditional use permit for a telecommunications facility, as required by subsection (B)(2) of this section, until:

- a. The applicant has submitted an application in the form set forth in subsection (F)(1) of this section;
- b. The Planning Commission has determined that the requirements set forth in subsection (C) of this section have been met; and
- c. The Planning Commission has made the findings required under Section 10-20.30.090, Findings Required. In addition, the following findings shall be required, where applicable:

(1) **For Telecommunications Facilities Not on Preferred Sites.** Applications for a conditional use permit for a telecommunications facility on a site other than a preferred site, as defined in subsection (E)(1) of this section, shall not be granted unless the applicant has shown that it made its best efforts to locate the telecommunications facility on a preferred site and that it is not technically or legally feasible or aesthetically desirable to locate the telecommunications facility on a preferred site.

(2) **For Towers.** Applications for a conditional use permit for a tower shall not be granted unless the applicant has shown that:

- (a) Existing towers cannot accommodate the proposed telecommunications facility;
- (b) The new tower will have room to co-locate additional facilities or it is not technically or legally feasible or aesthetically desirable to construct a tower with such co-location capacity; and
- (c) Construction of the tower will not disrupt existing utilities. In addition, the applicant also must meet the requirements set forth in subsection (D) of this section.

(3) **For Telecommunications Facilities on Disfavored Sites.** Applications for a conditional use permit for a telecommunications facility on a disfavored site, as defined in subsection (E)(4) of this section, shall not be granted unless the applicant has shown that:

- (a) It has made its best efforts to locate the telecommunications facility on a site that is not a disfavored site;
- (b) It is not technically or legally feasible or it is aesthetically undesirable to locate the telecommunications facility on a site that is not a disfavored site; and
- (c) Denial of the conditional use permit would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services within the meaning of 47 U.S.C. § 332(c)(7)(B)(i).

7. **Additional Information.** The Planning Commission may require the applicant to submit additional information or provide further justification if the Planning Commission believes it is necessary or appropriate in light of the showings required by subsection (F)(6) of this section, the report submitted by the Director, the application, or the requirements of this section.

8. **Waived Requirements for Collocation.** The Director may waive the requirements for a conditional use permit for telecommunications facilities that meet all the criteria in subsection (C) of this section if the new facility or equipment is co-located on or adjoining an existing telecommunications facility.

**G. Removal of Telecommunications Facilities.**

1. All telecommunications facilities shall be maintained in compliance with the standards contained in applicable building and technical codes, including the EIA/TIA 222-F Standards, as published by the Electronic Industries Association and amended from time to time, so as to ensure the structural integrity of such facilities.
2. If upon inspection by the Review Authority any such telecommunications facility is determined not to comply with the code standards referenced in subsection (G)(1) of this section or to constitute a danger to

persons or property, then upon notice being provided to the owner of the telecommunications facility and the owner of the site of the telecommunications facility, such owners shall have 30 days to bring the telecommunications facility into compliance. The following measures will be followed if telecommunication facility remains noncompliant based on this subsection:

- a. If such telecommunications facility is not brought into compliance within 30 days, the City may provide notice to the owners requiring the telecommunications facility to be removed and the site restored to its natural condition.
- b. If such telecommunications facility is not removed within 30 days of receipt of such notice and the site restored to its natural condition, the City may remove such telecommunications facility and place a lien upon the property for the costs of removal and restoration.
- c. Delays by the City in taking action shall not in any way waive the City's right to take action.
- d. The City may pursue all legal remedies available to it to ensure that telecommunications facilities not in compliance with code standards or which constitute a danger to persons or property are brought into compliance or removed.
- e. The time periods for repair, removal and restoration set forth in subsection (G)(2) of this section may be shortened if the review authority determines that a telecommunications facility poses an immediate danger to persons or property.

#### **H. Abandoned Telecommunications Facilities.**

1. Any telecommunications facility that is not operated for a continuous period of six months shall be considered abandoned, whether or not the owner or operator intends to make use of it or any part of it. The following persons have a duty to remove an abandoned telecommunications facility and restore the site to its natural condition:

- a. The owner of the abandoned telecommunications facility.
- b. The former operator of the abandoned telecommunications facility.
- c. The owner of the site upon which the abandoned telecommunications facility is located.
- d. Any lessee or sub-lessee of the site.
- e. Any telecommunications service provider that, by ceasing to utilize the telecommunications facility, caused the telecommunications facility to be abandoned.
- f. Any person to whom there has been transferred or assigned any license issued by the Federal Communications Commission under which the communications facility was operated.

- g. Any successor of any of the foregoing persons by asset sale or merger.
  - h. Any parent, subsidiary, or affiliate of any of the foregoing persons.
  - i. Any managing partner of any of the foregoing that is a limited partnership.
  - j. Any general partner of any of the foregoing that is a general partnership.
2. If such telecommunications facility is not removed and the site is not restored to its natural condition within 60 days of receipt of notice from the City notifying the owner of such abandonment, the City may remove such telecommunications facility and restore such site to its natural condition and place a lien upon the property for the costs of removal. The City also may pursue all legal remedies available to it to ensure that abandoned telecommunications facilities are removed. Delay by the City in taking action against abandoned telecommunication facilities shall not in any way waive the City's right to take action. The City may seek to have the telecommunications facility removed and the site restored to its natural condition regardless of the owner's or operator's intent to operate the telecommunications facility and regardless of any permits that may have been granted to do so.
3. A new conditional use permit must be granted before an abandoned telecommunications facility is brought back into use, and the applicant must meet all of the conditions of this section as if the abandoned telecommunications facility were a new telecommunications facility.

**I. Coordination with Federal Law.**

- 1. A conditional use permit may be granted despite noncompliance with the provisions of this section whenever denial of conditional use permit would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services, within the meaning of 47 U.S.C. § 332(c)(7)(B)(i).
- 2. In evaluating an application for a conditional use permit, no consideration shall be given to the environmental effects of radio frequency emissions to the extent that such emissions are in compliance with the regulations of the Federal Communications Commission, as provided in 47 U.S.C. § 332(c)(7)(B)(iv).
- 3. If any portion of this section is found invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision of this section, and such holding shall not affect the validity of the remaining portions of this section.

**J. Exclusions.** The following shall be exempt from this section:

- 1. Any tower and antenna under 60 feet in total height above the ground that is owned and operated by an amateur radio operator licensed by the Federal Communications Commission; and

2. Any receive-only consumer device designed for over-the-air reception of television broadcast signals, multi-channel multi-point distribution service, or direct broadcast satellite service.

(Ord. 2016-07, Amended, 2/16/2016)

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Kevin Fincel, Deputy City Attorney  
**Co-Submitter:** Tiffany Antol, Current Planning Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE:**

**Consideration and Possible Adoption of Resolution No. 2018-02:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the execution of the Second Amendment to the Development Agreement between VP 66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 West Route 66 and establishing an effective date. ***(Second Amendment to Timber Sky Development Agreement)***

**STAFF RECOMMENDED ACTION:**

Staff has no recommendation for this item. If Council decides to authorize execution of the proposed Second Amendment, it will need to take the following procedural steps:

- 1) Read Resolution No. 2018-02 by title only
- 2) City Clerk reads Resolution No. 2018-02 by title only (if approved above)
- 3) Adopt Resolution No. 2018-02

**Executive Summary:**

VP 66 & Woody Mountain, LLC, which is managed by Vintage Partners, LLC, is the developer of the Timber Sky project generally located at 3425 West Route 66. In November 2016, the City and VP 66 & Woody Mountain, LLC entered into a development agreement pertaining to the Timber Sky project. A few months after the development agreement was finalized, the City Council adopted revised Engineering Fees for development projects in Flagstaff, as well as a revised cost of recovery schedule for Engineering Fees. While some fees were reduced, the majority of fees were increased. In August 2017, after the revised Engineering Fees and cost recovery schedule became effective, Vintage informed City staff that the increased fees would significantly impact the Timber Sky development, and with the increased fees in place Vintage would not be able to proceed with Timber Sky. The proposed Second Amendment to the Development Agreement applies to the engineering fees and cost recovery schedule that were in place when the development agreement was adopted by City Council to the Timber Sky development for the term of the Agreement as an incentive for Vintage delivering one hundred (100) affordable housing units within the development.

**Financial Impact:**



The proposed Second Amendment would waive up to \$1.6 million in Engineering Fees, which is the amount Vintage has estimated will be the difference between the old and new Engineering Fees for all four phases of the project. However, if the Timber Sky development does not proceed, those fees would never be collected. If the fees are waived and the Timber Sky development proceeds, the City will obtain one hundred (100) affordable housing units, which would not be delivered to the community if the Timber Sky development does not proceed.

**Policy Impact:**

The City currently has an incentive policy for affordable housing in place that can be utilized by developers. That incentive policy was not utilized here. The incentive proposed in the Second Amendment (waiver of fees) is one of the types of incentives offered in the incentive policy, but the structure of the incentive is not entirely consistent with the current policy. Agreeing to an incentive in a development agreement outside of our current incentive policy may reduce the effectiveness of the current policy and complicate subsequent development agreement negotiations. In the event this amendment is approved, City Council may want to consider directing staff to revise the current incentive policy to better effectuate Council's affordable housing goals and objectives.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

**AFFORDABLE HOUSING**

Support development and increase the inventory of public and private affordable housing for renters and home owners throughout the community.

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

Yes, the City Council approved the Development Agreement for the Timber Sky project on November 15, 2016, and approved the First Amendment to the Development Agreement on August 15, 2017. The Development Agreement and First Amendment are attached to this staff summary for ease of reference.

**Options and Alternatives:**

1. Authorize execution of the proposed Second Amendment.
2. Do not authorize execution of the proposed Second Amendment.
3. Do not authorize execution of the proposed Second Amendment and direct staff to negotiate amendments to the proposed Second Amendment.

## **Background/History:**

VP 66 & Woody Mountain, LLC, which is managed by Vintage Partners, LLC, is the owner of approximately 197.58 acres of land generally located at 3425 W. Route 66 (the “Property”). On November 15, 2016, the City annexed a portion of the Property and approved a rezoning of the Property to allow Vintage’s proposed development of a multi-phase housing community called Timber Sky. The City and VP 66 & Woody Mountain, LLC also entered into a development agreement on November 15, 2016, to facilitate the development of Timber Sky.

At the February 15, 2017, budget retreat, staff presented Council with an overview of the results of a user fee study that had been completed with the assistance of a consultant, MGT America. That study examined user fees for Planning and Development Services, Engineering, Fire, and Recreation Services. With respect to Engineering user fees, staff recommended revisions to the fee structure and that a cost recovery of 100% be established for all but one of the fees (Traffic Impact Analysis) so that public funds are not supplementing construction of developments.

On April 6, 2017, the City posted a Notice of Proposed New or Increased Fees on the City website and provided notification of the new fees through social media. The City also provided outreach and conducted a series of open houses with stakeholders, including the development community, in April and May. The City Council adopted the revised fees and cost recovery schedule on June 20, 2017, and the fees became effective on August 1, 2017.

In August 2017, representatives from Vintage approached the City Manager with the concern that the increase in Engineering Fees would derail the Timber Sky project. Vintage estimated that the new Engineering Fees would add \$1.6 million in costs to the project, which the developer could not sustain. Over the next few months, Staff worked with Vintage on a proposed Second Amendment to the Timber Sky Development Agreement that would waive or forgive the estimated \$1.6 million in increased Engineering Fees. After a series of back-and-forth negotiations with Vintage, a proposed Second Amendment was finalized for Council consideration. An overview of the proposed Second Amendment is provided below.

### Overview of Proposed Second Amendment to Timber Sky Development Agreement:

- **Locked-in Fees:** Engineering Fees and cost recovery schedule that were in place when Development Agreement was adopted by City Council will apply to the project for the term of the Development Agreement as an incentive for Vintage delivering one hundred (100) affordable housing units within the development.
- **75% Target for Affordable Units:** Amendment establishes 75% target for sale of affordable housing units prior to plat recordation within Phase 4. If 75% of the affordable units have not been sold and transferred to the City’s Community Land Trust (CLT) prior to developer requesting plat approval for Phase 4, the City will withhold plat recordation within Phase 4 until the target is met, or until Vintage pays \$16K for each undelivered affordable unit.
- **Flexibility to go to 125% AMI:** If the affordable units are not selling at 100% of area median income (AMI), the amendment allows for the Affordability Plan to be amended to adjust the AMI for qualified buyers to 125% of the AMI affordability level.
- **Affordable Unit Delivery Requirements Unchanged:** The Development Agreement still requires delivery of 100 affordable housing units.

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**Attachments:**     Res. 2018-02  
                             Second Amendment - Final  
                             Sec. 5.2 Excerpt

Timber Sky Development Agreement

First Amendment to Timber Sky Development Agreement

## **RESOLUTION NO. 2018-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN VP 66 & WOODY MOUNTAIN, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 AND ESTABLISHING AN EFFECTIVE DATE**

### **RECITALS:**

WHEREAS, VP 66 & Woody Mountain, LLC ("Owner") is the owner of approximately 197.58 acres of real property generally located at 3425 West Route 66 (the "Property"); and

WHEREAS, the City of Flagstaff (the "City") and Owner entered into a development agreement on November 15, 2016, pertaining to the development of the Property; and

WHEREAS, Owner and the City wish to amend the development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Second Amendment to Development Agreement"), to apply the Engineering Fees and cost recovery schedule that were in place when the Development Agreement was adopted by City Council to the development of the Property for the term of the Development Agreement as an incentive for Vintage delivering one hundred (100) affordable housing units within the development; and

WHEREAS, developing the Property under the terms and conditions of the proposed Second Amendment to Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Second Amendment to Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into and amend development agreements in order to facilitate the orderly and effective development of properties.

### **ENACTMENTS:**

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

SECTION 1 The Second Amendment to Development Agreement provides benefit to the City of Flagstaff.

SECTION 2 The Second Amendment to Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3 The Second Amendment to Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Second Amendment to Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Second Amendment to Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the Second Amendment to Development Agreement with the Coconino County recorder no later than ten days after the Second Amendment is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

SECTION 8. PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16<sup>th</sup> day of January, 2018.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

When recorded, mail to:

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

**SECOND AMENDMENT  
To The  
TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

The following Second Amendment to the Timber Sky Annexation and Development Agreement (this “Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 and is incorporated into and made a part of that certain Timber Sky Annexation and Development Agreement dated November 15, 2016, and recorded in the Coconino County Records as Document No. 3772624 (the “Original Agreement”), and the First Amendment to the Timber Sky Annexation and Development Agreement dated September 18, 2017, and recorded in the Coconino County Records as Document No. 3796196 (the “First Amendment”) (the Original Agreement and the First Amendment, collectively, the “Development Agreement”). Capitalized terms not defined herein shall have the meaning assigned to them in the Development Agreement. This Amendment is made pursuant to Section 15.4, of the Development Agreement, which permits the City and the Owner to amend the Development Agreement. Accordingly, this Amendment is made by the City of Flagstaff (“City”) and VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company (“Owner”).

WHEREAS, the Development Agreement provides that Owner will deliver 100 AMI-accessible units as part of the Project;

WHEREAS, after the Original Agreement was executed, the City’s engineering fees, which are codified in City Code, Section 3-10-001-0002 (“Engineering Fees”), were amended by Ordinance 2017-16, effective August 1, 2017 (“2017 Engineering Fees”), attached hereto as Exhibit 1 and incorporated herein by reference;

WHEREAS, prior to the adoption of the 2017 Fees, the Engineering Fees were charged pursuant to the schedule in Ordinance 2013-17 (“2013 Engineering Fees”), attached hereto as Exhibit 2 and incorporated herein by reference;

WHEREAS, the 2017 Engineering Fees will result in additional, unexpected costs to Owner;

WHEREAS, the parties desire to amend the Development Agreement to apply the 2013 Engineering Fee schedule to the Project for phases that include AMI-accessible units.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments. The Development Agreement is amended as follows:

- A. **Section 5.2, Workforce Housing, is amended to delete the last sentence of the first paragraph and replace it with the following:**

Further, if “permanently affordable” AMI-accessible units remain unsold after an extended period of time due to market, financing or other external conditions, the Affordability Plan may be amended to adjust the AMI for qualified buyers to 125% of the AMI affordability level.

- B. **Section 13, City Services, is deleted in its entirety and replaced with the following Section 13, City Services and User Fees, and Section 13.1, Alternate Payment Schedule for Engineering Fees, City Code Section 3-10-001-0002:**

13. City Services and User Fees. The City has annexed the Property and included the Property in the City’s municipal service area and, upon completion of the construction and installation of the necessary Infrastructure Improvements by Owner as provided in or as required by this Agreement and the Rules, the City shall provide to the Property such utility and other services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of similarly situated property in the City, including sewer, water, garbage, fire and police. Except as otherwise provided in this Agreement, the City agrees to assess and collect user fees or rates for each municipal utility service provided by the City consistent with the fees or rates established by the City and applied for other similarly-situated property and projects (residential property and projects greater than five acres) in areas of the City receiving similar municipal services. Failure by the Owner to promptly pay any amount owed will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

13.1 Alternate Payment Schedule for Engineering Fees. The City agrees that the 2013 Engineering Fees apply for the term of the Agreement as an incentive for the provision of the 100 AMI-accessible units described in Section 5.2. The maximum incentive permitted under this Agreement is one million six hundred thousand dollars (\$1,600,000.00). In the event that the difference between the 2013 Engineering Fees and current Engineering Fees (i.e., engineering fees in place at time building permit applications are submitted) reaches one million six hundred thousand dollars (\$1,600,000.00), Owner will receive no further reduction in fees and current Engineering Fees will be applied to the development going forward. Additionally, if at the time of the first final plat approval within Phase 4, 75% of the AMI-accessible units have not been sold to a qualified purchaser and transferred to the community land trust program administered by the

City, no plat for any block within Phase 4 shall be recorded until payment has been made to the City in the amount of \$16,000 per remaining AMI-accessible unit. By way of example, if only 68 of the 100 AMI-accessible units have been sold at the time of the first plat within Phase 4, \$512,000.00 is due to the City prior to recordation of that plat. This amount is a penalty and will not be credited to Owner at a future date, even if all 100 AMI-accessible units are delivered prior to project completion. Payment of this penalty does not modify Owner's obligation to develop and sell all 100 AMI-accessible units.

2. Effect of Amendment. In all other respects, the Development Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Development Agreement and First Amendment shall remain in full force and effect.

3. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**City of Flagstaff, a municipal  
corporation “City”**

\_\_\_\_\_  
Coral Evans, Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**VP 66 & Woody Mountain, L.L.C.,  
an Arizona limited liability company  
“Owner”**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Manager

STATE OF ARIZONA       )  
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

STATE OF ARIZONA       )  
COUNTY OF \_\_\_\_\_)

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of \_\_\_\_\_, its \_\_\_\_\_, for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

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

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**TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF FLAGSTAFF**

**AND**

**VP 66 & WOODY MOUNTAIN, LLC**

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5.1.3 Densities. The Zoning Ordinance reflects minimum and maximum densities for each non-transect residential zoning category. Due to the topography of the Property and the Resource Protection Overlay requirements, minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

5.1.4 Residential Character. The character of the residential units will be guided by the reference materials contained in the CZP.

5.1.5 PRD Option. All residential development within the Property may elect the Planned Residential Development ("PRD") option as provided for in Section 10-40.60.270 of the Zoning Ordinance.

5.1.6 Duration of Preliminary Plat Approvals. Given the size and significance of the project and related infrastructure, an extended duration for preliminary plat approvals is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for a preliminary plat of the Property will be for a period of five years from the date of the City Council approval. If a complete final plat submittal has been made within the fifth year of the preliminary plat approval, the duration of the preliminary plat will be automatically extended for one year from the date of the completeness determination. If the final plat has not been recorded before the expiration of the preliminary plat, the plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C).

5.2 Workforce Housing. The Project will deliver 100 residential ownership units with a minimum of 2 bedrooms and 2 bathrooms that will be sold at or below 100% of the AMI affordability level (which as of the date of this Agreement, would be approximately \$220,000 based on an income of \$60,200) ("AMI-accessible units"). To ensure that the AMI-accessible units remain affordable after the initial sale, Owner will work with the City to develop a program ("Affordability Plan") to make the AMI-accessible units consistent with the Permanent Affordability definition in the Zoning Code through a community land trust program administered by the City of Flagstaff and subject to any necessary City Council approvals. The Affordability Plan must be in place prior to the first final plat that contains residential uses. The parties acknowledge that restrictions on lending and market conditions could require that the terms of the Affordability Plan evolve over time. Further, this Agreement may require amendment if "permanently affordable" AMI-accessible units remain unsold or unoccupied after an extended period of time due to market, financing or other external conditions.

The location of the units will be determined as the parcels are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development, the final location of which is subject to the Owner's sole and absolute discretion. The intent of this program is for the units to blend in with the surrounding lots and the Owner does not plan to identify the units involved, nor cluster them. Rather, Owner intends



to keep them distributed throughout the blocks they fall within to the extent feasible. Once designated, the Owner will work with the City to implement the Affordability Plan to ensure that the buyers meet ownership and income eligibility requirements within reasonable time frames established by Owner to coincide with the development of the balance of the parcel.

**5.3 Commercial Development.** The Commercial Services may be converted to residential development, subject to both a PRD option and Conditional Use Permit under Table 10-40.30.040B of the Zoning Ordinance. If the property is developed residentially the Resource Preservation requirements will be changed to comply with the residential development standard requirement of 47.5% or as otherwise provided for in the Zoning Ordinance. Any commercial buildings within the Commercial Services parcel will have four-sided architecture, including display windows or other exterior wall treatments along the street frontage(s) designed to provide street-level visual interest and provide compatibility with the surrounding residential development.

**5.4 Outdoor Lighting Plan.** Upon completion of the incorporation of the Annexed Property into the City's municipal boundaries, Owner acknowledges that the City's requirements within Zone 1, per Section 10-50.70 of the Zoning Ordinance, included as **Exhibit E** will impose certain restrictions related to lighting on the Property ("Zone 1 Requirements"). The Owner has built upon the Zoning Ordinance requirements to prepare a unique set of Dark Sky Standards that will apply to all development on the Property through the implementation of Conditions, Covenants & Restrictions ("CC&Rs"), as provided for in Section 5.5 below. A complete list of the standards and concepts that the Owner will record against the Property to supplement the Zone 1 requirements are provided in **Exhibit F** (the "Project Lighting CC&Rs"). The Project Lighting CC&Rs will be administered by the HOA for the Property and included in the master CC&Rs. Further, the CC&Rs will have special amendment criteria that limit the future Homeowners' Association's ("HOA") ability to process amendments to the Project Lighting CC&Rs without City Council approval.

**5.4.1 Lumen Caps.** Single family homes will be limited to a total of 1350 lumens and can only be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumen limit. These additional limits set shall not be interpreted to allow the current limits of the City of Flagstaff Zoning Code, Division 10.50.70 to be exceeded for multi-family residential development in any zone.

**5.4.2 Fully Shielded Fixtures.** Exterior lighting on all residential structures shall be fully shielded fixtures to be installed a minimum of five feet from the nearest edge of a canopy or overhang. Where not feasible or practical a fully shielded fixture with a motion sensor shall be utilized.

**5.4.3 Lighting Source.** All outdoor lighting will use either low-pressure sodium (LPS) or narrow-spectrum amber LED except for lighted entry monuments or other Class 1 lighting applications.

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

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**TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

**AMONG**

**CITY OF FLAGSTAFF**

**AND**

**VP 66 & WOODY MOUNTAIN, LLC**

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## ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made as of this 15th day of November, 2016, among the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City"), and VP 66 & Woody Mountain, LLC, an Arizona limited liability company ("Owner").

### RECITALS

- A. The Owner owns approximately 197.58 acres of real property situated south and west of the intersection of Route 66 and Wood Mountain Road within Coconino County, Arizona, and partially within the incorporated boundaries of the City of Flagstaff, Arizona, as described legally in **Exhibit A** (the "Property" or "Project"), attached to this Agreement.
- B. The Owner and City desire that the portion of the Property currently within Coconino County be annexed into the corporate limits of the City and be developed as part of the City. The Property to be annexed is depicted generally and described legally in **Exhibit B** (the "Annexation Property"), attached to this Agreement.
- C. The annexation and development of the Property pursuant to this Agreement and the Concept Zoning Plan, dated August 9, 2016 and attached as **Exhibit C** (the "CZP") is acknowledged by the parties to be consistent with the City's General Plan, will operate to the benefit of the City, the Owner and the general public. The annexation of the Property would allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City, including enhanced citizen pedestrian and vehicular mobility by widening US Route 66 at the western part of the City and creating connections to the Flagstaff Urban Trail System and the City Loop Trail.
- D. The CZP contains exhibits and conceptual renderings that convey a scope and direction for the phasing of the parcels, which will be individually developed pursuant to the terms and conditions of this Agreement and subject to all applicable City ordinances, regulations, and resolutions, as provided in this Agreement, including requirements for conditional use permits. Subject to the terms of this Agreement, the Timber Sky community will provide a mix of new housing options, including a minimum of 100 housing units that will be sold at 100% of the Area Median Income ("AMI").
- E. The City and the Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-500.05 (pertaining to development agreements) in order to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things: conditions, terms, restrictions, and requirements for the permitted uses of the Property, the density and intensity of such uses, and other matters related to development of the Property as depicted on the CZP. This Agreement will also provide for a mechanism to establish dark skies measures beyond current city standards that will govern future development on the Property.

- F. A blank annexation petition was filed on October 11, 2016 with Coconino County and a public hearing was held on November 1, 2016, in connection with the annexation of the Annexation Property into the City.
- G. The City desires to annex the Annexation Property into the incorporated limits of the City and intends to rezone the Annexation Property and Property to zoning classifications consistent with the Flagstaff Region Plan 2030 (FRP2030) and CZP, and provide for a maximum overall residential unit count of 1300 (the "CZP Ordinance").
- H. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents as enumerated in these Recitals and this Agreement.
- I. The Owner acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that they will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in the CZP.
- J. The public services/infrastructure improvements to be provided by Owner, which are necessary to serve development within the Property, will also, in certain instances, facilitate and support the development of other projects in the region.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

#### **1. Annexation, Effective Date and Term.**

1.1 Annexation. Concurrently with the execution of this Agreement by the City and Owner, Owner will deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the City Council will consider the petition and, if determined to be in the best interest of the City, adopt a final ordinance annexing the Property into the corporate limits of the City (the "Annexation Ordinance"). The Annexation Ordinance will contain a provision requiring, upon Owner's written request made prior to the effective date, the immediate rescission and termination of the Annexation Ordinance by the City if the City does not approve the CZP Ordinance at the same meeting, or if any person or entity, other than a party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the CZP Ordinance, and/or the Annexation Ordinance, (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation or (iii) petition pursuant to A.R.S. § 9-471(C) challenging the validity or approval of the Annexation Ordinance.



The City agrees to use its best efforts to accomplish the intent of this Section 1.1, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance. The City will schedule and advertise a Council Meeting for this purpose at the latest date reasonably possible prior to the Annexation Ordinance becoming final and effective and shall use its best efforts to perform in accordance with this Section. The City and Owner hereby acknowledge and agree that this Agreement will automatically terminate and be of no force or effect if the City's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) on or before December 31, 2017. The City and Owner further agree that this Agreement satisfies the requirements under A.R.S. § 9-471(O).

1.2 Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D), and (3) the Annexation Ordinance becomes final and effective. The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.

1.3 No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.

1.4 Duration. This Agreement will automatically terminate on the twenty-fifth (25th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of the Property still is subject to this Agreement twenty-five (25) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of thirty-five (35) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the parties.

1.5 Release of Public Lots. In order to alleviate any possible concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, the provisions of this Agreement will not apply to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to third party residential end purchasers or users thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

2. Zoning and Vested Rights. Owner hereby agrees to be subject to all the terms, conditions, and stipulations of the CZP Ordinance (City Ordinance No. 2016-39) approving the CZP, attached as **Exhibit D** and incorporated by this reference. The City acknowledges and agrees that the zoning approved and adopted for the Property through the CZP Ordinance is vested for the term of this Agreement (the "Vested Rights") and that the Owner shall have a right to develop the Property consistent with the Vested Rights and the Concept Zoning Plan, subject to the Applicable Rules (as defined in Section 3, below) and any changes to the Rules as permitted by this Agreement. The City agrees not to initiate any changes or modifications to the

zoning of the Property as of the Effective Date of this Agreement, except at the request of the owner of that portion of the Property for which such zoning change is sought, or except pursuant to the provisions of A.R.S. § 9-462.01(E). Owner acknowledges that they are still required to satisfy any remaining conditions of development of the Property as set forth in this Agreement and the CZP Ordinance.

3. Development Standards. Development of the Property will be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein or otherwise agreed to, in writing, by Owner and the City (collectively, the "Applicable Rules" or "Rules"). Specifically, with regard to Title 10 of the Flagstaff City Code, the version in place as of January 1, 2016 shall apply to the Property ("Zoning Ordinance" or "Zoning Code").

4. Guiding Principles. The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed.

5. Project Description, Site Layout, and Design Considerations.

5.1 Development Allocations. As depicted on the CZP, the overall maximum number of residential units to be developed on the Property is 1,300.

5.1.1 Open Space. The Parties agree that any residential development within MR and HR zoned portions of the Property requires a minimum of 15% gross lot area to be set aside as open space. This open space may include resource protection area, active and passive recreation uses, landscape areas, community gardens, roof decks and courtyards. Any phase of the project may develop with less than 15% open space, provided that an accounting of the Project open space is documented with each plat or site plan, subject to reallocations from civic space as provided in Section 5.1.2 below. Owner agrees that non-vehicular connectivity between adjacent development parcels will be provided for as set forth in the CZP Ordinance to achieve cross-community access to the Project neighborhoods and open space areas. Additionally, under the CZP Ordinance, all FUTS trails are required to be dedicated to the public.

5.1.2 Civic Space. The Parties agree that a total of 5% of the gross site shall be designated as civic space. If the Community Center is not included within the first developing phase, Owner may provide for the requisite 5% civic space within the first phase(s) through various interim civic space amenities such as trails with benches or other seating or gathering areas. Upon the completion of the Community Center, any previously allocated civic space elements may be converted to satisfy open space requirements.

5.1.3 Densities. The Zoning Ordinance reflects minimum and maximum densities for each non-transect residential zoning category. Due to the topography of the Property and the Resource Protection Overlay requirements, minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

5.1.4 Residential Character. The character of the residential units will be guided by the reference materials contained in the CZP.

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5.2 Workforce Housing. The Project will deliver 100 residential ownership units with a minimum of 2 bedrooms and 2 bathrooms that will be sold at or below 100% of the AMI affordability level (which as of the date of this Agreement, would be approximately \$220,000 based on an income of \$60,200) ("AMI-accessible units"). To ensure that the AMI-accessible units remain affordable after the initial sale, Owner will work with the City to develop a program ("Affordability Plan") to make the AMI-accessible units consistent with the Permanent Affordability definition in the Zoning Code through a community land trust program administered by the City of Flagstaff and subject to any necessary City Council approvals. The Affordability Plan must be in place prior to the first final plat that contains residential uses. The parties acknowledge that restrictions on lending and market conditions could require that the terms of the Affordability Plan evolve over time. Further, this Agreement may require amendment if "permanently affordable" AMI-accessible units remain unsold or unoccupied after an extended period of time due to market, financing or other external conditions.

The location of the units will be determined as the parcels are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development, the final location of which is subject to the Owner's sole and absolute discretion. The intent of this program is for the units to blend in with the surrounding lots and the Owner does not plan to identify the units involved, nor cluster them. Rather, Owner intends

to keep them distributed throughout the blocks they fall within to the extent feasible. Once designated, the Owner will work with the City to implement the Affordability Plan to ensure that the buyers meet ownership and income eligibility requirements within reasonable time frames established by Owner to coincide with the development of the balance of the parcel.

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**5.4 Outdoor Lighting Plan.** Upon completion of the incorporation of the Annexed Property into the City's municipal boundaries, Owner acknowledges that the City's requirements within Zone 1, per Section 10-50.70 of the Zoning Ordinance, included as **Exhibit E** will impose certain restrictions related to lighting on the Property ("Zone 1 Requirements"). The Owner has built upon the Zoning Ordinance requirements to prepare a unique set of Dark Sky Standards that will apply to all development on the Property through the implementation of Conditions, Covenants & Restrictions ("CC&Rs"), as provided for in Section 5.5 below. A complete list of the standards and concepts that the Owner will record against the Property to supplement the Zone 1 requirements are provided in **Exhibit F** (the "Project Lighting CC&Rs"). The Project Lighting CC&Rs will be administered by the HOA for the Property and included in the master CC&Rs. Further, the CC&Rs will have special amendment criteria that limit the future Homeowners' Association's ("HOA") ability to process amendments to the Project Lighting CC&Rs without City Council approval.

**5.4.1 Lumen Caps.** Single family homes will be limited to a total of 1350 lumens and can only be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumen limit. These additional limits set shall not be interpreted to allow the current limits of the City of Flagstaff Zoning Code, Division 10.50.70 to be exceeded for multi-family residential development in any zone.

**5.4.2 Fully Shielded Fixtures.** Exterior lighting on all residential structures shall be fully shielded fixtures to be installed a minimum of five feet from the nearest edge of a canopy or overhang. Where not feasible or practical a fully shielded fixture with a motion sensor shall be utilized.

**5.4.3 Lighting Source.** All outdoor lighting will use either low-pressure sodium (LPS) or narrow-spectrum amber LED except for lighted entry monuments or other Class 1 lighting applications.

**5.4.4 Lighting Curfews.** For any commercial development within Block 12, lighting fixtures exempted from the existing curfews imposed by the City of Flagstaff Zoning Code shall only be motion sensor fixtures.

**5.5 Community Identification Signs.** Owner may construct and maintain community identification signs in accordance with the Division 10-50.100 of the Flagstaff Zoning Code. Owner may not lease any community identification signs to third parties or use the signs for any purpose other than community identification.

**5.6 Homeowners' Association.** Prior to the submittal of the first application for a residential building permit to the City and pursuant to a declaration of CC&Rs by the Owner, the Owner shall form a master Homeowners' Association ("HOA") that governs the single-family residential portion of the Property.

**5.6.1 Homeowners' Association Responsibilities.** The CC&Rs will incorporate the requirements of this Agreement and further provide that either the HOA, a sub-association, or the Owner (until such time as Owner, as "Declarant," relinquishes control of the HOA to the property owners, as provided in the CC&Rs) shall maintain the private trails, drainage facilities, landscaping within rights-of-way, medians, bridge abutment fascia, and private open spaces, and private common areas within the Property. The HOA will require homeowners to maintain the individual on-lot LID features through the CC&Rs.

**6. Resource Protection Plan.** The Property contains natural resources that warrant its inclusion within the City's Resource Protection Overlay as provided for in the CZP Ordinance. In connection with the Preliminary Block Plat submittal for the Property, a Natural Resource Protection Plan was prepared by Woodson Engineering & Survey dated July 13, 2016 that contains the approved resource protection strategy for the Property (the "NRPP"). The City agrees that the NRPP and Preliminary Block Plat will govern future plat submittals for the individual development parcels. The relocated 50-foot wide APS corridor, located in McAllister Ranch Road, will be excluded from the resource protection calculations as a regional utility corridor.

**7. Infrastructure Plan.** The City and Owner acknowledge that the Project will include certain infrastructure improvements, including drainage, water, sewer, and traffic circulation plans for the infrastructure (such infrastructure improvements hereinafter collectively referred to as the "Infrastructure Plan"), and that the following impact analyses are approved in connection with the CZP and applicable to the Project:

- Water and Sewer Impact Analysis, dated November 3, 2015 ("WSIA")
- Traffic Impact Analysis, dated June 24, 2016 ("Traffic Study")
- Preliminary Drainage Report and Drainage Impact Analysis, dated March 10, 2016, and its addendum, dated August 16, 2016 (collectively the "DIA")

Except as otherwise provided in this Agreement and subject to the Rules and any changes to the Rules permitted by Section 3, so long as Owner proceeds with the development of the Property,

Owner may implement and phase the infrastructure improvements to the Property in conformance with the Preliminary Block Plat, including the Infrastructure Phasing Plan provided as Appendix 5 to the CZP, and City agrees that the required infrastructure improvements for the Project are limited to those detailed in this Agreement and the Preliminary Block Plat.

7.1 Infrastructure Plan Amendment. The City and the Owner acknowledge that amendments to the approved Infrastructure Plan and/or Infrastructure Phasing Plan may be necessary from time to time to adapt to the actual number of units platted within the Property and identified uses. The Owner and the City agree that any such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.2 Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with the Rules and all other applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Improvements that relate to the phase or portion of the Property to be developed by Owner at any given time subject to approved civil plans. Owner shall cause the Infrastructure Improvements to be constructed and installed in a good and workmanlike manner and in compliance with the Rules and all other applicable requirements, standards, codes, rules or regulations of the City.

7.2.1 Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such public Infrastructure Improvements. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

7.2.2 Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

7.3 Infrastructure Assurance. The parties hereto acknowledge and agree that the City, prior to recording the final plat for each subdivision or issuance of a permit for the commencement of construction in connection with non-subdivision development, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Rules to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance"), except for infrastructure improvements detailed below in Sections 8.5.1.1 and

8.5.1.2. In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

7.3.1. Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

7.3.2 Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lender's requirements; or

7.3.3 A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

7.3.4 Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

7.3.5 Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

7.3.6 Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Rules.

**7.4 Necessary Easements.** It shall be a condition precedent to the obligation of Owner to construct the Public Infrastructure herein specified or otherwise required to service the Property, that Owner shall have obtained any and all easements, rights of entry, and/or other use rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Public Infrastructure, as useful or necessary for Owner to enter and to properly perform all activities incident to Owner's construction obligations hereunder

(collectively, the "Easements"). Owner shall use reasonable efforts to obtain the Easements; provided, however, that if despite the exercise of such reasonable efforts, Owner is unable to obtain any necessary Easements, the City upon request by Owner shall obtain said necessary Easements through the City's power of condemnation and the obtaining of immediate possession, all in accordance with applicable law. Such costs of obtaining the Easements (including, without limitation, the costs of condemnation including legal fees and court costs) shall be paid by Owner and shall be included in the costs of any and all Public Infrastructure for which Owner is entitled to a reimbursement, as hereinafter specified.

**7.5 Rights-of-Way Dedication.** All right-of-way dedications required within the developing phase of the Property will be completed in conjunction with the Final Plat or Block Plat, whichever comes first

**7.5.1 Right-of-Way Acquisition.** Owner shall be responsible for acquiring the right(s)-of-way necessary for all required public improvements through good-faith negotiation with the property owner. Owner shall follow the requirements in Title 12 of the Arizona Revised Statutes for acquisition of the property as if the Owner was a government entity obtaining property by eminent domain. Owner will work with the City's Real Estate Manager from the beginning of the negotiation process to ensure compliance with statute and to expedite the process. If the Owner is unable to acquire the right(s)-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then Owner shall request in writing that the City initiate eminent-domain proceedings to acquire the right(s)-of-way. The City shall be the arbiter of whether or not the Owner has exhausted its ability to negotiate with the property owner, but shall be reasonable in its judgment. Once the City has determined that the Owner has exhausted its ability to negotiate with the property owner, the City shall promptly proceed in accordance with the state's eminent domain laws, (ARS 12-1111, et. Seq.) and use its best efforts to expedite acquisition. Owner must provide funding for all costs of such acquisition, including the fair-market value of the subject property, severance damage, cost to cure, appraisal costs, expert witnesses, legal costs including attorney's fees, and City staff and administrative costs, as the City may deem necessary and appropriate.

## **8. Water & Sewer Improvement Requirements**

**8.1 Water & Sewer Impact Analysis.** Owner shall adhere to all of the requirements of the WSIA dated November 3, 2015, prepared by Civil Design & Engineering, Inc. for City of Flagstaff Utilities Department except as modified herein.

**8.2 On-Site Water & Sewer Improvements Phasing.** As identified in the WSIA and Preliminary Block Plat, construction of On-Site Water and Sewer Improvements shall be phased appropriately as provided for in this Agreement to ensure stand-alone water and sewer availability within each Phase. All phased on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality. The Owner is required to dedicate the entire sewer line easement through the Property with the final plat of Phase 1. Owner will not be required to post assurances for sewer infrastructure beyond Phase 1, with the dedication of the entire easement.



8.3 On-Site Water & Sewer Improvements Requirements. Owner agrees to provide all on-site water and sewer systems required to support the overall development plan, including a 12" diameter looped water system from W Route 66 to Woody Mountain Road. Each of the development blocks will be connected to the water main within the collector roadway. The water system will be extended in coordination with the phasing and as needed for individual parcels. Owner agrees to provide a new 8" PVC waterline connection to the eastern boundary as part of the development of Block 2 as shown on the Preliminary Block Plat. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project.

#### 8.4 Water System Improvement Requirements.

8.4.1 Upfront Water Production Payment. The City has allocated water supply up to 480 units for the development. In order to exceed the City's water allocation of 480 units, Owner shall, provide the City with an advance payment of the Project's expected capacity fees related to water production per the terms defined in 8.4.1.3 of this Agreement ("Upfront Water Production Payment"). As defined in the City's Water, Sewer and Stormwater Rate and Capacity Fee Study, Final Report, June 20, 2016, page 41, the current Water Production portion of the total Water Capacity Fee is 38.5%. The Upfront Water Production Payment will be used by the City to construct a new well for the development in order to ensure that the City's water system has enough capacity for the development as it progresses. At the request of Owner, City agrees that Owner can make the Upfront Water Production Payment in two installments: (a) the first installment must be at least 50% of the total Upfront Water Production Payment, and (b) the second installment must be for the remaining portion of the Upfront Water Production Payment and must be received no later than nine (9) months after payment of the first installment ("Payment Schedule"). City estimates that the new well can be sited, constructed, and operable within eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. So long as Owner pays the first and second installments of the Upfront Water Production Payment according to the Payment Schedule, building permits for the construction of units in excess of 480 may be issued eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. If the Payment Schedule is not followed (e.g., if the first installment is made but the remainder of the Upfront Water Production Payment is not received within nine months after payment of the first installment) no building permits for construction of any units in excess of 480 will be issued until the new well is drilled, constructed, and connected to the City's existing water system. If the Owner changes its plans for development such that more water is required than currently forecast, Owner must update the WSIA and amend this Agreement accordingly. The City may withhold any and all building permits until the Owner complies with this provision.

The Parties further agree as follows:

8.4.1.1 Calculation of Upfront Water Production Payment. The parties acknowledge that water capacity fees will be collected for the Project as

development progresses, pursuant to City Code Section 7-03-001-0011. The Upfront Water Production Payment will be based on the anticipated capacity fees for 1,000 single family residential units. At the time Owner requests to make the first installment of the Upfront Water Production Payment pursuant to the Payment Schedule described in Section 8.4.1, the amount due for the entire Upfront Water Production Payment will be calculated by multiplying the prevailing Water Production portion of the capacity fee (currently 38.5%) by the difference between 1,000 units and the number of units for which a capacity fee has already been collected as of that time. The table below provides an example of the calculation:

**Example Upfront Water Production Payment:**

|  |                                  |
|--|----------------------------------|
| Water Capacity Fee (¾" Single Family)            | \$5,728                          |
| Water Production portion (currently 38.5%)       | \$2,205                          |
| Total Capacity Fee obligation with 1000 SF units | \$5,728,000 (\$5,728*1000 units) |
| Total Water Production portion (38.5%)           | \$2,205,000 (\$2,205*1000 units) |

Assume development of 200 SF units prior to funding the Upfront Water Production Payment:

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Total Water Capacity Fee paid       | \$1,145,600 (\$5,728*200 units) |
| Total Water Production portion paid | \$441,000 (\$2,205*200 units)   |

Therefore, the **Upfront Water Production Payment**: \$2,205,000 - \$441,000 = **\$1,764,000**

**8.4.1.2 Reimbursement of the Upfront Water Production Payment.** The City will reimburse the Owner the Water Production portion of each capacity fee collected by the City after receipt of the Upfront Water Production Payment until the Upfront Water Production Payment made by the Owner is paid back in full. The amount reimbursed from each capacity fee will be based on the Water Production portion of the capacity fee that was used at the time the Upfront Water Production Payment was calculated. Reimbursement payments will be determined and made on a quarterly basis by calculating the Water Production portion of all capacity fees collected in relation to the Project during that preceding quarter ("Reimbursement Payment"). The Reimbursement Payment will be paid by the City to Owner within thirty (30) days of the end of the quarter for which the Reimbursement Payment was calculated. The City will only reimburse owner the Water Production portion of the capacity fees collected up to 1,000 units. If the Project results in less than 1,000 units being constructed, City will reimburse Owner the portion of the Upfront Water Production Payment collected for any units between the actual number of units constructed and 1,000.

**8.4.1.3 Well System Sites.** The Owner will allow the City access to its property to conduct a geophysical survey to determine whether a desirable well site may exist on the Owner's property. If the City determines that a desirable well site exists on Owner's property, Owner agrees to dedicate the parcel of land required for the well and any necessary easements for construction of the well and to connect the well to the City's existing water system. Each well site shall be

located on a parcel of land no smaller than 150' x 150'. The City will work with Owner to locate the well on the property so as to have the least amount of impact on the proposed Project. If a desirable well site does not exist on Owner's property, Owner agrees to work with the City to obtain any necessary land and easements for the purposes of constructing the well and connecting it to the existing City infrastructure, at no additional cost to Owner.

## 8.5 Off-Site Sewer Improvement Requirements.

8.5.1 Increased Sewer Capacity. The Parties agree that pursuant to the WSIA, the Project will create the need for Off-Site Sewer Improvements, specially identified below. Owner acknowledges that modifications to the existing sewer collection system are required as part of this project as the existing downstream sewer collector system is not adequate for the proposed development. Prior to the issuance of the first building permit, the following off-site sewer modifications must be completed and accepted by the City.

8.5.1.1 The replacement of the 8" sewer line connecting manholes 2A-422 and 2A-360 with an 18" diameter pipe. This reach is approximately 3,100 feet in length and runs along Thompson Street and West Kaibab. This is a planned City project that is budgeted for fiscal year 2021. The City agrees to reimburse the Owner for the cost of the design and construction of this sewer improvement. Owner has requested that the City move the project to fiscal year 2020 (reimbursement available July 1, 2019) subject to approval by the Flagstaff City Council.

8.5.1.2 The installation of approximately 5,170 feet of sewer line to connect MH 2A-472 at the existing Adirondack Avenue 18" sewer interceptor line for this drainage basin through manhole #18, which is approximately 300 feet north of W Route 66. The line must be upsized to an 18" sewer line as the result of the additional load and to accommodate future load. Infrastructure improvements shall include the sewer line, manholes and any other incidental utility improvements necessary for construction. The City is scheduled to construct this sewer extension in fiscal year 2017. Should the Owners construct the sewer line in advance of the City, the City agrees to reimburse the Owner the cost of the improvements unless the City's Core Facilities project is terminated, in which case the Owner will only receive upsizing contributions for the difference between an 8" and an 18" sewer line.

8.5.2 Sewer Line Design and Construction Standards. Owner agrees to construct all of the Off-site sewer Improvements in accordance with all applicable City, State, and Federal rules, regulations, and design standards, including the City's procurement requirements.

## 9. Stormwater Drainage Impact Analysis.

9.1 Drainage Mitigation. Owner agrees to mitigate the Project's identified drainage impacts in accordance with the DIA and ensure maintenance of individual on-lot LID features.

9.2 New Impact Analysis. Pursuant to the conditions of the Concept Zoning Map Amendment a new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.

## 10. Road Improvement Requirements.

10.1 General Off-Site Roadway Improvements. The Owner provided a Traffic Impact Analysis ("Traffic Study") to determine the necessary traffic mitigation for the Project. The Parties agree that the Owner's traffic mitigation will be accomplished in two ways: 1. Owner will be solely responsible for the design and construction of certain Off-site Roadway Improvements in Phase 1 as identified below; 2. Owner may make a cash contribution to the City toward additional Off-site Roadway Improvements in Phase 3 as described in Section 10.4 below.

10.1.1 Construction Standards. Owner agrees to construct all of the On-site and Off-site Roadway Improvements in accordance with all applicable City, State, and Federal rules, regulation, and design standards.

10.1.2 Construction Timing. All Phase 1 On-site Roadway Improvements shall be substantially completed in accordance with the Section 13-10-013-001 of the Engineering Design and Construction Standards and Specifications prior to issuance of the first building permit in Phase 1. To obtain building permits in Phases 2, 3, and 4, the remaining improvements for each individual phase must be constructed and accepted. All Phase 1 Off-site Roadway Improvements shall be completed prior to the issuance of the first certificate of occupancy.

10.2 On-site Roadway Improvements. On-site Roadway Improvements shall consist of all internal roadway construction including but not limited to curb, gutter, sidewalks, pedestrian ways, FUTS trails, bicycle ways, medians, and turn lanes. On-site Roadway Improvements include all property frontage improvements along West Route 66 and Woody Mountain Road.

10.3 Phase 1 Off-site Roadway Improvements. The Parties agree that the Traffic Study has identified the Phase 1 need for improvements at two City intersections, as described below.

10.3.1 Woodlands Village Boulevard and W. Route 66. Phase 1 Improvements include the modification of the northbound Woodlands Village left turn lane/median to 250 feet or more of storage, final storage length to be worked out at final design.

10.3.2. Woodlands Village Boulevard & University Avenue. Phase 1 Improvements include the addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches.

**10.4 Additional Contributions for Future Roadway Improvements.** As provided in the September 9, 2016 letter from ADOT, ADOT and the Owner has agreed to certain phasing and improvements, as well as a mechanism by which a cash contribution may be paid to the City prior to the acceptance of the Phase 3 block plat infrastructure improvements. This contribution is subject to the financial assurance under Section 7.3 required for the recordation of the final block plat for Phase 3. The cash contribution will be \$1.5 million (Owner's approximate proportional share for all off-site roadway improvements) minus the amount of the Owner's actual cost (costs actually paid or incurred for design, surveying, mapping, historical clearance from the State Historic Preservation Office, engineering, materials, labor, testing, inspection, construction management, permit fees and other reasonably related cost necessary to complete the improvements to the point of final acceptance by ADOT, the City, the Arizona Department of Environmental Quality or any other agency and any other cost as approved by the City Engineer) of the off-site roadway improvements for Phase 1 in relation to Route 66 transportation corridor (excluding the improvements referenced above in section 10.3.2 of this Agreement). The Owner and City Engineer will work together to arrive at a mutually acceptable list of final costs allocated toward the \$1.5 million prior to the final block plat approval for Phase 3. Should the Phase 1 improvements exceed \$1.5 million, no cash contribution will be given to the City and Owner will not make any additional contributions to future roadway improvements and Owner shall be solely responsible for all costs exceeding the \$1.5 million. The City intends to utilize this cash contribution in partnership with ADOT to improve the West Route 66 corridor between Flagstaff Ranch Road and Milton Road.

**11. Additional Conduit.** Owner has agreed at the time of Phase 1 infrastructure construction to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way to support the Core Facilities Project and installation of a new well pump.

**12. Infrastructure Financing.**

**12.1 Impact Fees.** Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure (the "Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular impact fee otherwise

applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

12.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, and Owner may seek reimbursement pursuant to City Code Chapter 7-08.

13. City Services. Upon the Effective Date for the Annexation Property, City shall include the Property in the City's municipal service area and, upon completion of the construction and installation of the necessary Infrastructure Improvements by Owner as provided in or as required by this Agreement and the Rules, the City shall provide to the Property such utility and other services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of similarly situated property in the City, including sewer, water, garbage, fire and police, provided that Owner has constructed and installed the necessary Infrastructure Improvements as provided in or as required by the Rules and the Infrastructure Improvement Schedule. The City agrees to assess and collect user fees or rates for each municipal utility service provided by the City consistent with the fees or rates established by the City and applied for other similarly-situated property and projects (residential property and projects greater than five acres) in areas of the City receiving similar municipal services. Failure by the Owner to promptly pay any amount owed, including but not limited to the obligations set forth in this Section 9, will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

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

To Owners:

Walter Crutchfield  
VP 66 & Woody Mountain, LLC  
2502 E. Camelback Road, Suite 214  
Phoenix, AZ 85016

Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

15. General Provisions.

15.1 Further Assurances. Each party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

15.2 Successors and Assigns. All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. All rights and obligations of the Owner under this Agreement will constitute covenants that run with the land and will be binding on all of the Owner's respective successors and assigns, except as provided in Section 1.5.

15.2.1 Notwithstanding the foregoing, the City agrees that each Owner's ownership, operation, and maintenance obligations provided by this Agreement may be assigned to HOA(s) to be established by the respective Owner. Owner individually agrees to provide the City with written notice of any assignment of an Owner's rights or obligations within a reasonable period of time following such assignment.

15.2.2 Notwithstanding any other provisions of this Agreement, any Owner may assign all or part of its rights and duties under this Agreement to any financial institution from which such Owner has borrowed funds for developing the Property or a portion thereof.

15.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

15.4 Modification of Agreement. This Agreement may be amended at any time by written amendment executed by and between the City and the Owner of the portion of the Property which is the subject of any such amendment. The balance of the Owners need not execute any such amendment for any such amendment to be effective, so long as such amendment does not alter the Applicable Rules for any portion of the Property owned by others. Where the amendment alters the Applicable Rules for Property owned by another party, that Owner must be a party to that amendment. All amendments to this Agreement must be recorded in the official records of Coconino County, Arizona, within ten (10) days following execution, as required by A.R.S. § 9-500.05(D).

15.5 Default. Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided; however, that if the failure is such that more than thirty (30) days would be reasonably required to perform such action or comply with any

term or provision thereof then the breaching party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages. Any Owner not in default shall not be liable under this Section for the default of any other Owner.

15.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing in this Agreement shall constitute or be deemed to be a waiver by an Owner of its right to request future rezonings or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing in this Agreement shall be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change. Further, nothing in this Agreement shall constitute or be deemed to be a waiver or relinquishment by an Owner of its rights to continue nonconforming uses of all or any portion(s) of the Property which may exist, or have existed, as of the date of this Agreement, subject to legal principles applicable to such non-conforming uses.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

15.8 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require; and the word "person" or "party" will include a corporation, limited liability company, firm, partnership, proprietorship, or other form of association.

15.9 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

15.10 Construction of Agreement. This Agreement has been arrived at by negotiation and will not be construed against either party or against the party who prepared the last draft.

15.11 Recordation and Effect. This Agreement will be recorded by the City in its entirety, inclusive of all exhibits, in the official records of Coconino County, Arizona, as required by A.R.S. § 9-500.05(D).

15.12 Governing Law. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Arizona.

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



15.14 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

15.15 Authorization. The execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions, or corporate actions of the respective parties. The parties to this Agreement represent and warrant that the persons executing this Agreement have full authority to bind the respective parties.

15.16 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

15.17 Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

15.18 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

15.18.1 Mediation Procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be 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](http://www.cpradr.org), with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

15.18.1.1 Commencement of Mediation. Either party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other party or parties a written notice (the "Mediation Notice") calling on the other party or parties to proceed to mediation. The party or parties who have received a Mediation Notice will contact the party calling for mediation 7 days from receipt of the Mediation Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

15.18.1.2 Mediator Selection. Unless the parties agree otherwise, the parties will select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the parties are unable to agree upon a mediator within 10 business days of the confirmation of receipt of Mediation Notice, each party will independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "Director") of three attorney mediators from that roster that are acceptable to the party, and further,

inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director will then select one or more attorney mediators from the parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

15.18.1.3 Fees and Costs. Each party agrees to bear its own fees and costs in mediation. The parties will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The parties will share equally the mediators' fees and mediation expenses.

15.18.1.4 Subsequent or Contemporaneous Contracts. The parties will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the parties otherwise.

15.18.1.5 Participation in Mediation. The parties agree to encourage participation in mediation by all relevant parties. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

15.18.1.6 Waiver. This section does not constitute a waiver of the parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.19 Venue and Attorneys Fees. Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court or in the United States District Court for the District of Arizona, if appropriate under 28 U.S.C. § 1331. 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, as well as expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" will mean the reasonable fees and expenses of in-house and outside counsel to the parties hereto, which may include reasonable printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons performing services under the supervision of an attorney, and the reasonable costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section will survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

15.20 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that no party is acting as the agent of any other party in any respect, and that each party is an independent contracting entity with respect to the terms,

covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement are intended to create a partnership or other joint enterprise between the parties.

15.21 No Obligation to Develop Property. Except as expressly set forth in this Agreement, neither the City nor any Owner will be required to complete any part or all of the development of the Property.

15.22 No Third Party Beneficiaries. The City and Owner acknowledges and agree that the terms, provisions, and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the City and Owner, and none of the terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

15.23 Compliance with All Laws. Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.

15.24 Recitals. The Recitals set forth above are incorporated in this Agreement by reference as though fully restated.


16. Waiver of Claim for Diminution in Value. Each Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the "Act") in connection with the application of the City's existing land use laws and including Ordinance No. 2016-39 regarding the Property (collectively, the "Laws"). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

17. Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the CZP Ordinance is unmodified and in full force and effect, or if there have been modifications, that the CZP is in full force and effect as modified, stating the nature and date of such modification; (b) there is or is not a default under the CZP or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon City.

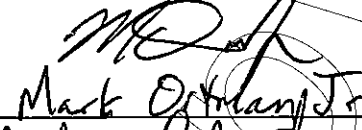
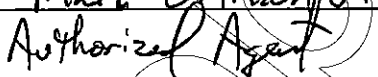
[Signature page follows.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and the other Owner has signed the same on or as of the day and year first above written.

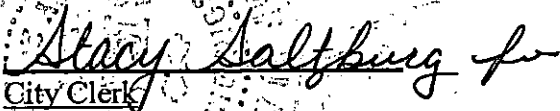
**City of Flagstaff,  
an Arizona municipal corporation  
"City"**

  
Jerry Nabours, Mayor


**VP 66 & Woody Mountain, L.L.C.,  
an Arizona limited liability company  
"Owner"**

By:   
Its:   
Authorized Agent

Attest:

  
City Clerk

Approved as to form:

  
City Attorney

STATE OF ARIZONA )  
COUNTY OF COCONINO )

### ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared Jerry Nabours, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA )  
COUNTY OF Maricopa )

### ACKNOWLEDGMENT

On this 17<sup>th</sup> day of November, 2016, before me, a Notary Public, personally appeared MARK E. ORTMAN, Jr., known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of VP 66& Woody Mountain, L.L.C., an Arizona limited liability company, for the purposes therein contained.



Cara LRP  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
April 24, 2020

**LIST OF EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of Property                        |
| Exhibit B | Legal Description of Annexation Property             |
| Exhibit C | Concept Zone Plan                                    |
| Exhibit D | Concept Zone Plan Ordinance                          |
| Exhibit E | Zone 1 Requirements                                  |
| Exhibit F | Project Lighting CC&Rs/Lighting Mitigation Standards |

**Exhibit A**

Unofficial Copy

## LEGAL DESCRIPTION FOR THE PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE "PRESIDIO WEST TRACT" AS SAID TRACT IS DESCRIBED IN THAT CERTAIN WARRANTY DEED (DEED) RECORDED AS INSTRUMENT NO. 3229602, RECORDS OF COCONINO COUNTY, ARIZONA, WHEREIN SAID "PRESIDIO WEST TRACT" IS COMPRISED OF PARCEL NOS. 1D, 3, 4, 5B, 8 AND 9, WHICH ARE SITUATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST AND IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24 AS DESCRIBED IN SAID DEED FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES NORTH  $89^{\circ} 31' 49''$  EAST, A DISTANCE OF 2,634.20 FEET;

THENCE FROM SAID NORTHEAST CORNER OF SECTION 24, SOUTH  $01^{\circ} 56' 25''$  EAST, A DISTANCE OF 1,718.05 FEET ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 19, TO A POINT ON THE NORTH BOUNDARY OF SAID "PRESIDIO WEST TRACT" FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES SOUTH  $01^{\circ} 54' 02''$  EAST, A DISTANCE OF 916.63 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH  $72^{\circ} 44' 49''$  EAST, A DISTANCE OF 1,413.86 FEET TO THE BEGINNING OF AN OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM THE CENTERLINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS  $\text{THETA} = 3^{\circ} 00' 00''$ ,  $\text{XS} = 299.92$  FEET,  $\text{YS} = 5.23$  FEET AND  $\text{LS} = 300.00$  FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH  $73^{\circ} 47' 13''$  EAST  $\sim 303.42$  FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO AN OFFSET POINT OF SPIRAL TO CURVE;

THENCE ALONG SAID NORTH BOUNDARY, BEING A SIMPLE CURVE TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID SIMPLE CURVE HAVING A RADIUS OF 2,930.79 FEET, CHORD BEARING AND LENGTH OF SOUTH  $79^{\circ} 01' 53''$  EAST  $\sim 332.31$  FEET AND CENTRAL ANGLE OF  $6^{\circ} 30' 00''$ , AN ARC DISTANCE OF 332.49 FEET TO AN OFFSET POINT OF CURVE TO SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS  $\text{THETA} = 3^{\circ} 00' 00''$ ,  $\text{XS} = 299.92$  FEET,  $\text{YS} = 5.23$  FEET AND  $\text{LS} = 300.00$  FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH  $84^{\circ} 16' 33''$  EAST  $\sim 303.42$  FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO THE END OF SAID OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH  $85^{\circ} 16' 49''$  EAST, A DISTANCE OF 203.51 FEET TO A  $\frac{1}{2}$ " REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH  $00^{\circ} 42' 05''$  WEST, A DISTANCE OF 1,107.36 FEET TO A  $\frac{1}{2}$ " REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH  $43^{\circ} 42' 33''$  WEST, A DISTANCE OF 785.53 FEET TO A  $\frac{1}{2}$ " REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);



THENCE SOUTH 54° 55' 29" EAST, A DISTANCE OF 708.84 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF FLAGSTAFF FOR PUBLIC RIGHT OF WAY PER INSTRUMENT NUMBER 3337514, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHERLY ALONG SAID WEST BOUNDARY, BEING A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 93.00 FEET, CHORD BEARING AND LENGTH OF SOUTH 09° 45' 40" WEST ~ 79.53 FEET AND CENTRAL ANGLE OF 50° 37' 42", AN ARC DISTANCE OF 82.18 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE BEGINNING OF A NONTANGENT CURVE ON SAID EAST BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE SOUTHWESTERLY ALONG SAID EAST BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,679.58 FEET, CHORD BEARING AND LENGTH OF SOUTH 43° 20' 50" WEST ~ 181.19 FEET AND CENTRAL ANGLE OF 1° 49' 41", AN ARC DISTANCE OF 181.20 FEET TO A POINT OF NONTANGENCY;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 44° 18' 09" WEST, A DISTANCE OF 213.50 FEET TO THE SOUTHEAST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE SOUTH BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 75° 51' 05" WEST, A DISTANCE OF 2,083.39 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 9,798.23 FEET, CHORD BEARING AND LENGTH OF NORTH 72° 53' 07" WEST ~ 1,014.17 FEET AND CENTRAL ANGLE OF 5° 55' 59", AN ARC DISTANCE OF 1,014.63 FEET TO A POINT OF NONTANGENT COMPOUND CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,103.47 FEET, CHORD BEARING AND LENGTH OF NORTH 69° 54' 18" WEST ~ 280.62 FEET AND CENTRAL ANGLE OF 1° 26' 53", AN ARC DISTANCE OF 280.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG SAID SOUTH BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 69° 10' 52" WEST, A DISTANCE OF 293.87 FEET TO THE SOUTHWEST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE WEST BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 00° 7' 17" EAST, A DISTANCE OF 1,132.68 FEET;

THENCE ALONG SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 01° 00' 29" WEST, A DISTANCE OF 707.93 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 631.50 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE NORTH 18° 08' 11" EAST, A DISTANCE OF 594.01 FEET TO A 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE ALONG SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 565.49 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

**Exhibit B**

Unofficial Copy

# PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South  $00^{\circ}19'17''$  West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South  $00^{\circ}18'19''$  West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South  $00^{\circ}12'37''$  West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South  $15^{\circ}10'12''$  West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of  $04^{\circ}55'33''$  to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South  $20^{\circ}05'45''$  West and the forward radial bearing bears South  $19^{\circ}23'57''$  West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of  $01^{\circ}26'56''$  to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North  $69^{\circ}11'00''$  West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North  $00^{\circ}08'31''$  East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North  $00^{\circ}08'31''$  East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North  $00^{\circ}01'00''$  East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North  $00^{\circ}51'16''$  West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North  $01^{\circ}03'29''$  West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North  $00^{\circ}59'31''$  West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North  $01^{\circ}00'03''$  West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South  $72^{\circ}48'08''$  East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North  $18^{\circ}08'54''$  East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671 on the southerly line of U.S. Highway 66;

Thence South  $72^{\circ}48'03''$  East, 565.62 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on the line common to said Sections 19 and 24, from which said quarter corner common to both Sections bears South  $01^{\circ}53'27''$  East, 916.78 feet;

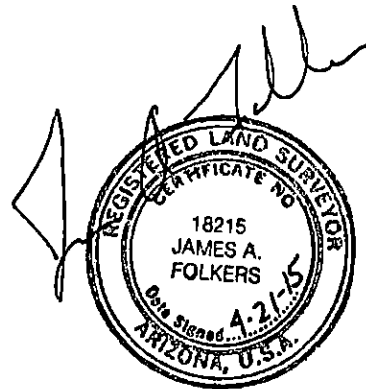
Thence South  $72^{\circ}43'58''$  East, 1,353.69 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on said existing corporate boundary of the City of Flagstaff, Arizona, and the northeast corner of said Parcel A;

Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,667,956 square feet (107.16 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

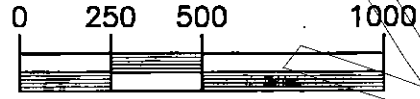
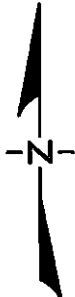
Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 114050



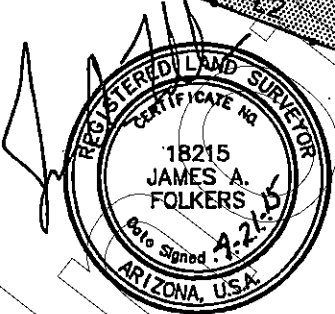
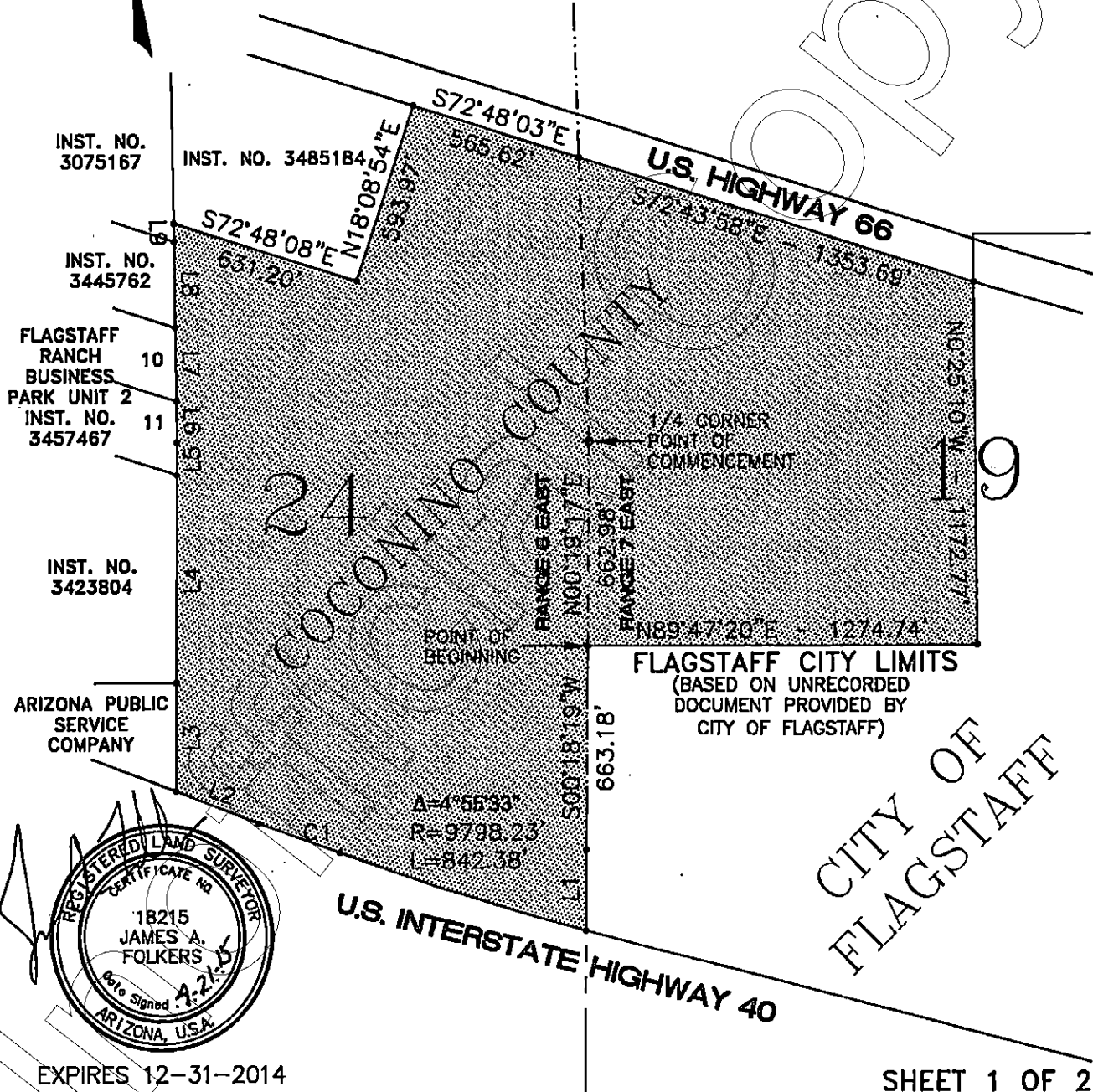
EXPIRES 12-31-2017

**EXHIBIT "A"**

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,  
AND SECTION 19. TOWNSHIP 21 NORTH, RANGE 7 EAST,  
GILA AND SALT RIVER MERIDIAN,  
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,  
CONTAINING 4,667,956 FT. ( $\pm 107.16$  ACRES)



SCALE: 1" = 500'



EXPIRES 12-31-2014

SHEET 1 OF 2

DRAWN BY: JAF  
DATE: 4-2015  
FN: ANNEX EX  
PROJECT NO.: 114050

**WOODSON**  
ENGINEERING AND SURVEYING, INC.  
124 N. ELDEN ST.  
FLAGSTAFF, AZ 86001  
PHONE: (928) 774-4636 FAX: (928) 774-4646

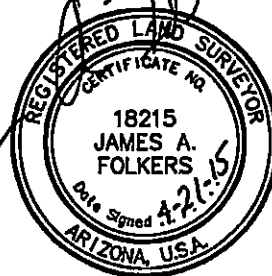
PROPOSED ANNEXATION

FOR LOCATION PURPOSES ONLY

**EXHIBIT "A"**

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE NO.   | BEARING       | LENGTH  |
| L1         | S00° 12' 37"W | 264.56' |
| L2         | N69° 11' 00"W | 293.93' |
| L3         | N00° 08' 31"E | 351.95' |
| L4         | N00° 08' 31"E | 676.53' |
| L5         | N00° 08' 31"E | 103.98' |
| L6         | N00° 51' 16"W | 132.89' |
| L7         | N01° 03' 29"W | 237.96' |
| L8         | N00° 59' 31"W | 278.78' |
| L9         | N01° 00' 03"W | 58.30'  |

| CURVE TABLE |           |            |         |
|-------------|-----------|------------|---------|
| CURVE NO.   | DELTA     | RADIUS     | LENGTH  |
| C1          | 01°26'56" | 11,103.47' | 280.77' |



EXPIRES 12-31-2014

SHEET 2 OF 2

|                     |   |                     |
|---------------------|---|---------------------|
| DRAWN BY: JAF       | <b>WOODSON</b>                            | PROPOSED ANNEXATION |
| DATE: 4-2015        | ENGINEERING AND SURVEYING, INC.           |                     |
| FN: ANNEX EX        | 124 N. ELDEN ST.                          |                     |
| PROJECT NO.: 114050 | FLAGSTAFF, AZ 86001                       |                     |
|                     | PHONE: (928) 774-4636 FAX: (928) 774-4646 |                     |

FOR LOCATION PURPOSES ONLY

**Exhibit C**

Unofficial Copy





**TIMBER SKY**  
Concept Zoning Plan

August 12, 2016

Case #PZ-15-00115

**V**  
VINTAGE  
PARTNERS

[illegible][illegible][illegible]

| Conventional Open Space Allocations                     |  | Integrated |        |
|---|--|------------|--------|
| Scenario  |  | 1970       | 1980   |
| 1. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 2. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 3. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 4. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 5. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 6. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 7. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 8. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 9. The total open space in the county is 10,000 acres.  |  | 10,000     | 10,000 |
| 10. The total open space in the county is 10,000 acres. |  | 10,000     | 10,000 |

|          | Flow (gpm) nominal | ASME rating (200°F) |
|----------|--------------------|---------------------|
| 1000 gpm | 11.70              | 11.70               |
| 1200 gpm | 8.65               | 8.51 <sup>1</sup>   |
| 1400 gpm | 2.81               | 2.81                |

<sup>1</sup>ASME rating is based on design conditions of 22,500 ft/sec, maximum inlet pressure of 1000 psia and inlet temperature of 200°F.

### Residential Zones Allowed Uses

[illegible]

Public Open Space Allowed: Yes

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Prepared: 11/03/15  
 Reviewed: 12/7/15  
 Revisor: 5/10/16  
 Revisor: 6/23/16  
 Revisor: 8/12/16

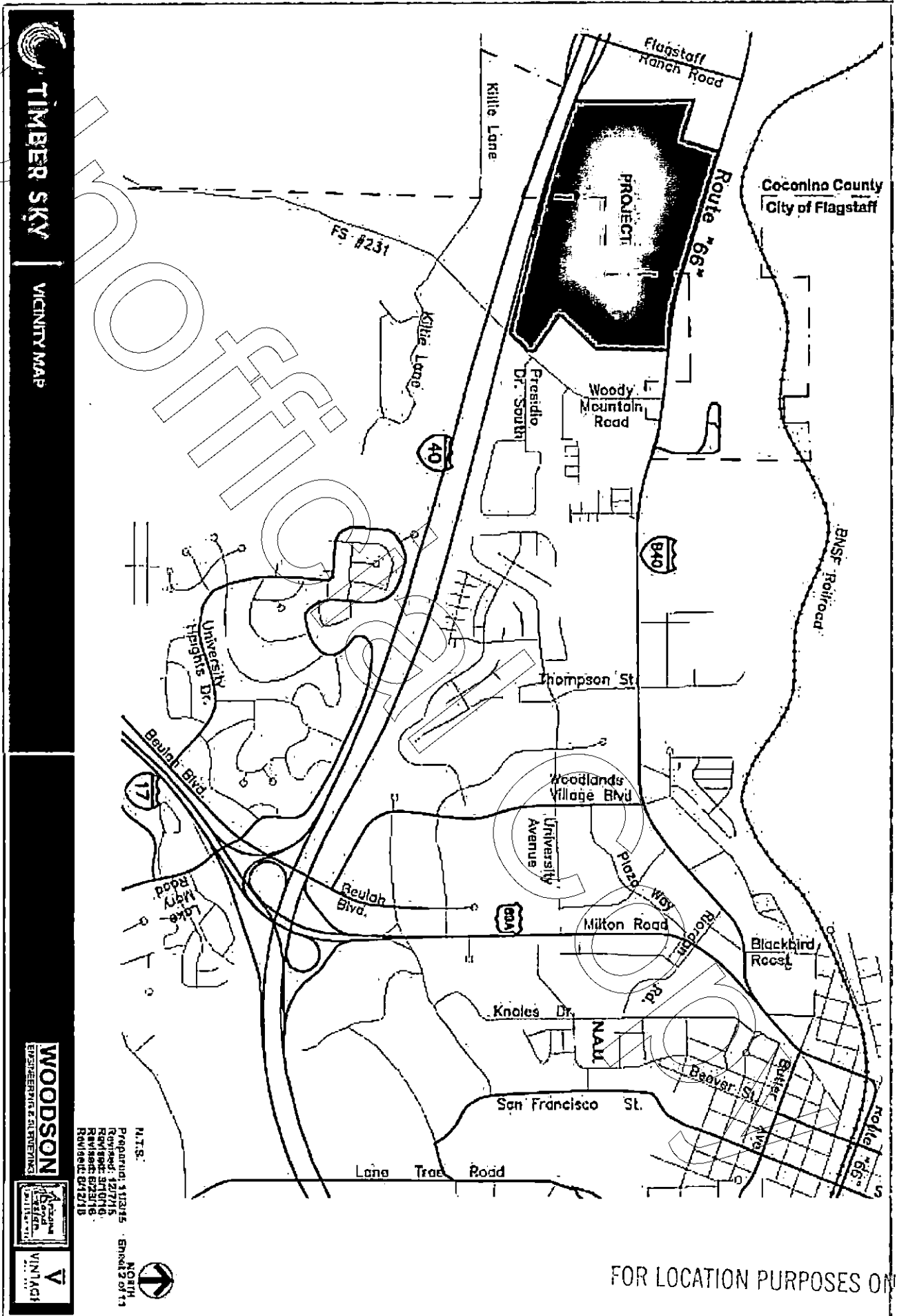


**TIMBER SKY**

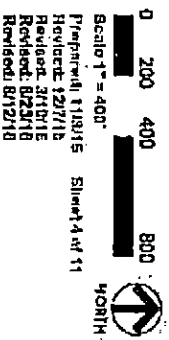
COVER SHEET



**VINTAGE**













































[illegible]

**VINTAGE**  
**NORRIS DESIGN**

|  |   |
|--|---|
|   | Entry, Mortarpenetration,<br>See Entrypenetration |
|    | People Armaments,<br>See Entrypenetration         |
|   | Local Open Square                                 |
|   | General Open Space                                |
|   | 2' Detached Concrete<br>Walk                      |
|   | 3' Detached Concrete<br>Walk                      |
|   | Internal Radiation<br>Connection                  |
|   | FLTS Loop Trail - Unpaired<br>(on Transmission)   |
|   | Proposed FLTS trail - (Phase<br>two)              |
|   | FLTS Trail<br>By Office                           |
|   | Infrared Walkdown and<br>Prodrift Connection      |
|   | Possible Radiation<br>Connection                  |
| <p>Internal connectivity will be addressed at time<br/>of substructure piling or See Plan 3, specifically<br/>Internal substructure and radiation connectivity<br/>Illustration not plan is conceptual only</p>  |   |
| <br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br> |   |



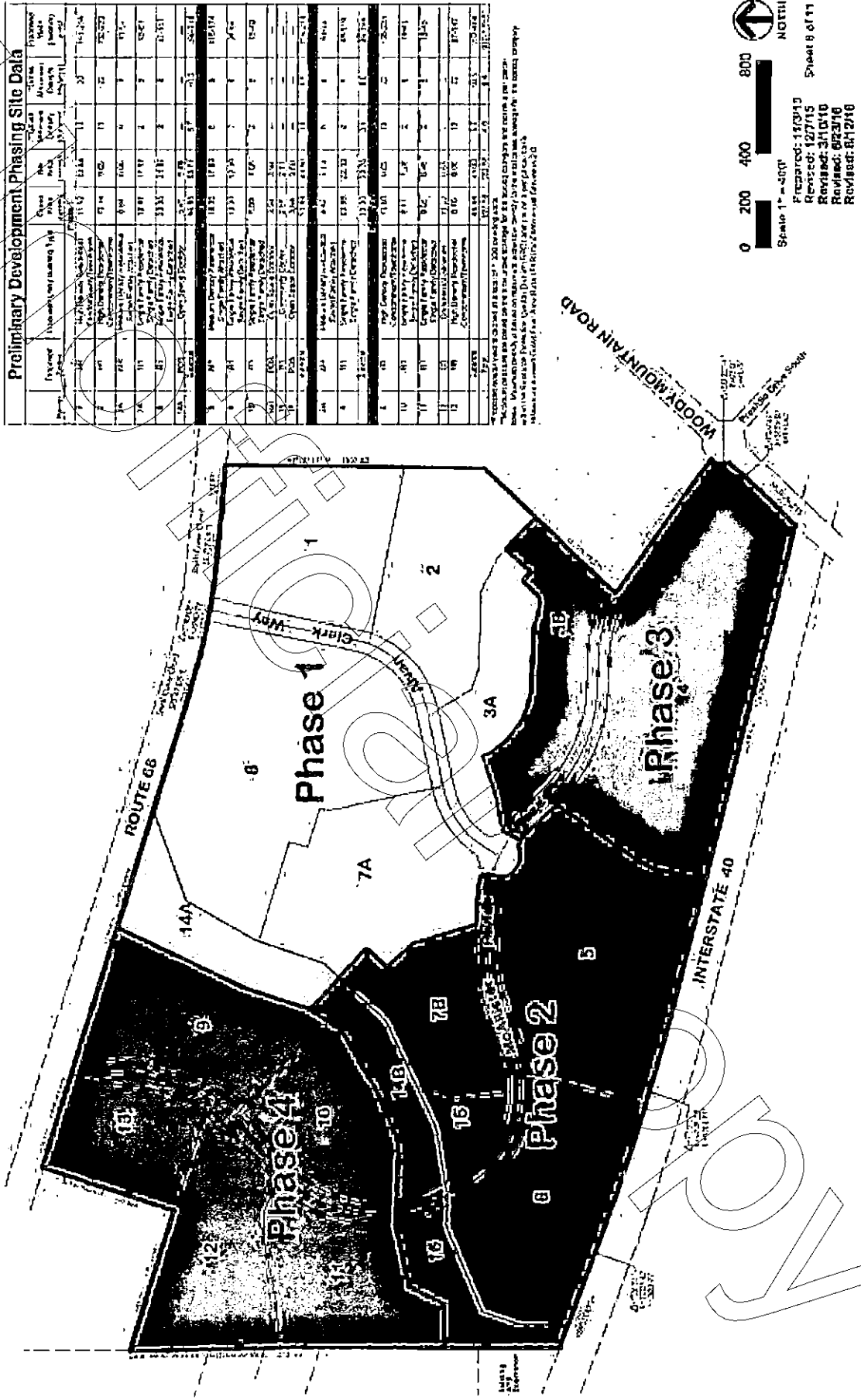
## CONCEPTUAL UTILITY & DRAINAGE PLAN

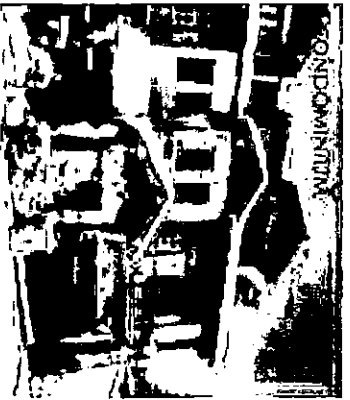
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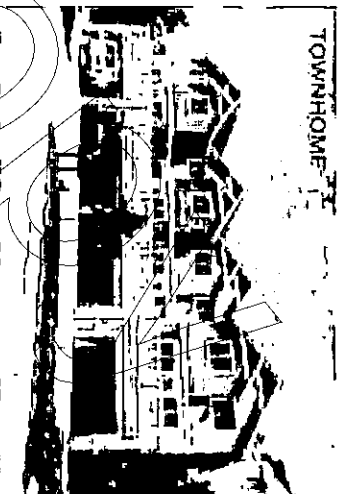
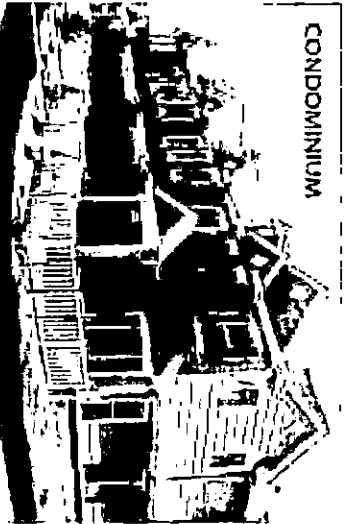


FOR LOCATION PURPOSES ONLY





CONDOMINIUM



HIGH DENSITY RESIDENTIAL

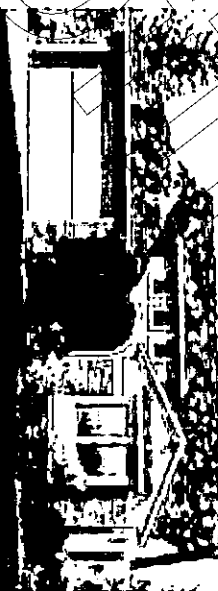


MEDIUM DENSITY RESIDENTIAL

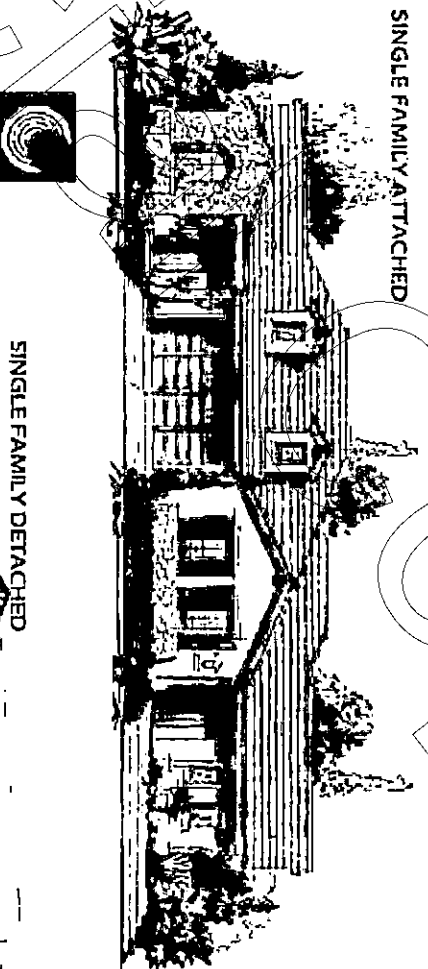
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SINGLE FAMILY DETACHED



SINGLE FAMILY RESIDENTIAL



SINGLE FAMILY ATTACHED



SINGLE FAMILY DETACHED



TIMBER SKY

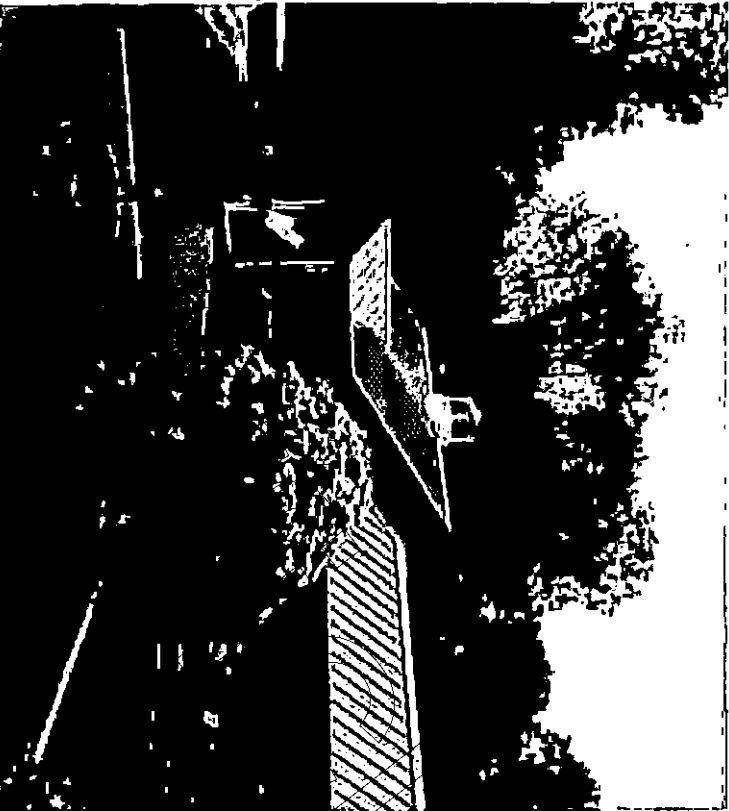
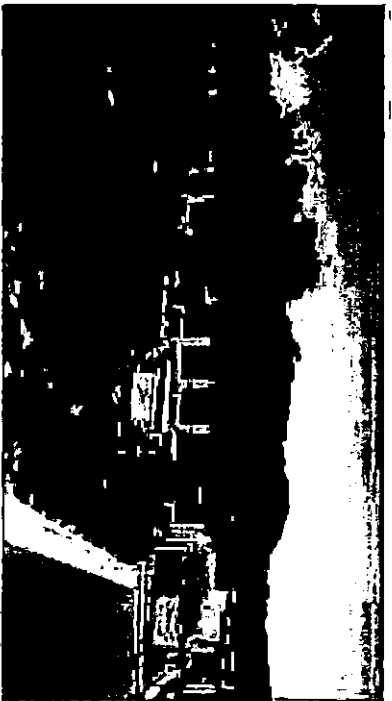
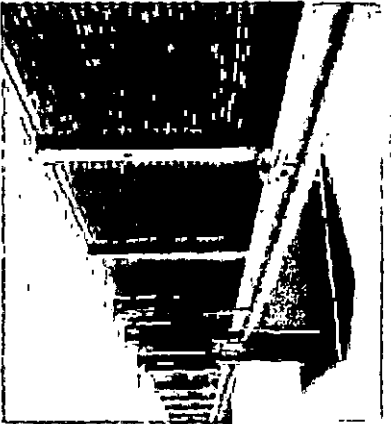
CONCEPTUAL RESIDENTIAL ILLUSTRATIONS



VANTAGE

Prepared: 12/7/15  
Revised: 3/7/16  
Revised: 8/23/16  
Revised: 8/12/16

Sheet 8 of 11



Prepared: 12/7/15  
Reviewed: 3/10/16  
Revised: 02/23/16  
Revised: 01/27/10

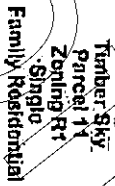
Sheet 10 of 11



TIMBER SKY

CONCEPTUAL COMMERCIAL SERVICES ILLUSTRATIONS





**Timber Sky  
Parcel 10  
Zoning R1  
Single  
Family Residential**

**Timber Sky  
Parcel 9  
Zoning: High  
Density Residential**

| Site Data:                                       | Commercial Services |
|--|---------------------|
| Proposed Zoning                                  | (CS)                |
| Site Area  | +/- 10 Acres        |
| Floor Area Ratio                                 |                     |
| Allowed Per Zoning                               | 2.0                 |
| Gross Floor Area of Buildings Allowed Per Zoning | +/- 874,200 S.F.    |
| Floor Area Ratio                                 |                     |
| Illustrated on                                   |                     |
| Conceptual Site Plan                             | +/- 190,362 S.F.    |
| Gross Floor Area                                 |                     |
| Illustrated on                                   |                     |
| Conceptual Site Plan                             | +/- 0.43            |

Scale 1" = 100'  
 Prepared: 12/27/15  
 Revised: 3/10/16  
 Revised: 6/23/16  
 Revised: 8/12/16

NORTH

Sheet 11 of 11



# TIMBER SKY

## CONCEPTUAL PARCEL 1/2 COMMERCIAL SERVICES SITE PLAN

A  
 411051

**Exhibit D**

Unofficial Copy

**ORDINANCE NO. 2016-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 ON PARCEL NUMBERS 112-01-020 AND 112-02-021 FROM THE RURAL RESIDENTIAL (RR) ZONE TO THE SINGLE-FAMILY RESIDENTIAL (R1) ZONE FOR 100.48 ACRES, THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE FOR 34.6 ACRES, THE HIGH DENSITY RESIDENTIAL (HR) ZONE FOR 38.97 ACRES, THE COMMERCIAL SERVICES (CS) ZONE FOR 10.02 ACRES AND THE PUBLIC OPEN SPACE (POS) ZONE FOR 13.51 ACRES AND APPLYING THE RESOURCE PROTECTION OVERLAY (RPO) ZONE TO 107.73 ACRES (APN 112-01-021) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, VP 66 & Woody Mountain, LLC (the "Applicant") applied for a Zoning Map Amendment to rezone approximately 197.58 acres of land generally located at 3425 West Route 66, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to construct a 1300 residential dwelling unit development known as Timber Sky, including a mix of housing types with supporting commercial services and open space areas; and

WHEREAS, approximately 107.73 acres of the Property (APN 112-01-021) is located within Coconino County, Arizona and Applicant has petitioned to have the parcel annexed by the City through Annexation Ordinance No. 2016-38, which is being considered by the City Council concurrently with this Ordinance; and

WHEREAS, if Council adopts Annexation Ordinance 2016-38, the entirety of the Property will be zoned Rural Residential (RR); and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51 acres and apply the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021); and

WHEREAS, the Applicant conducted neighborhood meetings on December 8, 2015 and January 11, 2016, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and public hearings on September 28, 2016

**ORDINANCE NO. 2016-39****PAGE 2**

and October 12, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

**ENACTMENTS:**

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51, as depicted in Exhibit "B", and applying the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021) through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone

**ORDINANCE NO. 2016-39****PAGE 3**

change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2016-35 on November 15, 2016.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

**CONDITIONS:**

1. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.
2. If any use(s) within the concept zoning plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.
4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase 1.
5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.
6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.
7. Each phase of the Timber Sky development must meet all requirements independently.
8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.
9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.
10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.



ORDINANCE NO. 2016-39

PAGE 4

11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code*.

SECTION 9. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. 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 11. This ordinance shall become effective thirty (30) days following the effective date of Ordinance No. 2016-38.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

**Exhibit "A"**

**Legal Description of Property**

Unofficial Copy

## PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South  $00^{\circ}19'17''$  West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South  $00^{\circ}18'19''$  West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South  $00^{\circ}12'37''$  West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South  $15^{\circ}10'12''$  West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of  $04^{\circ}55'33''$  to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South  $20^{\circ}05'45''$  West and the forward radial bearing bears South  $19^{\circ}23'57''$  West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of  $01^{\circ}26'56''$  to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North  $69^{\circ}11'00''$  West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North  $00^{\circ}08'31''$  East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North  $00^{\circ}08'31''$  East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North 00°01'00" East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North 00°51'16" West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North 01°03'29" West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North 00°59'31" West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North 01°00'03" West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South 72°48'08" East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North 18°08'54" East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671 on the southerly line of U.S. Highway 66;

Thence South 72°48'03" East, 565.62 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on the line common to said Sections 19 and 24, from which said quarter corner common to both Sections bears South 01°53'27" East, 916.78 feet;

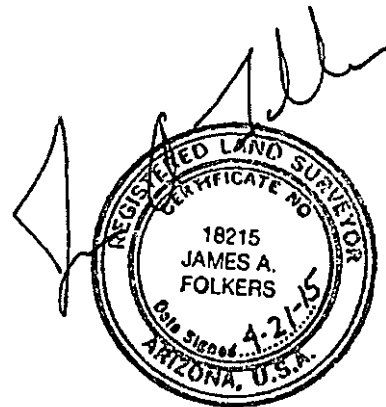
Thence South 72°43'58" East, 1,353.69 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on said existing corporate boundary of the City of Flagstaff, Arizona, and the northeast corner of said Parcel A;

Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,667,956 square feet (107.16 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

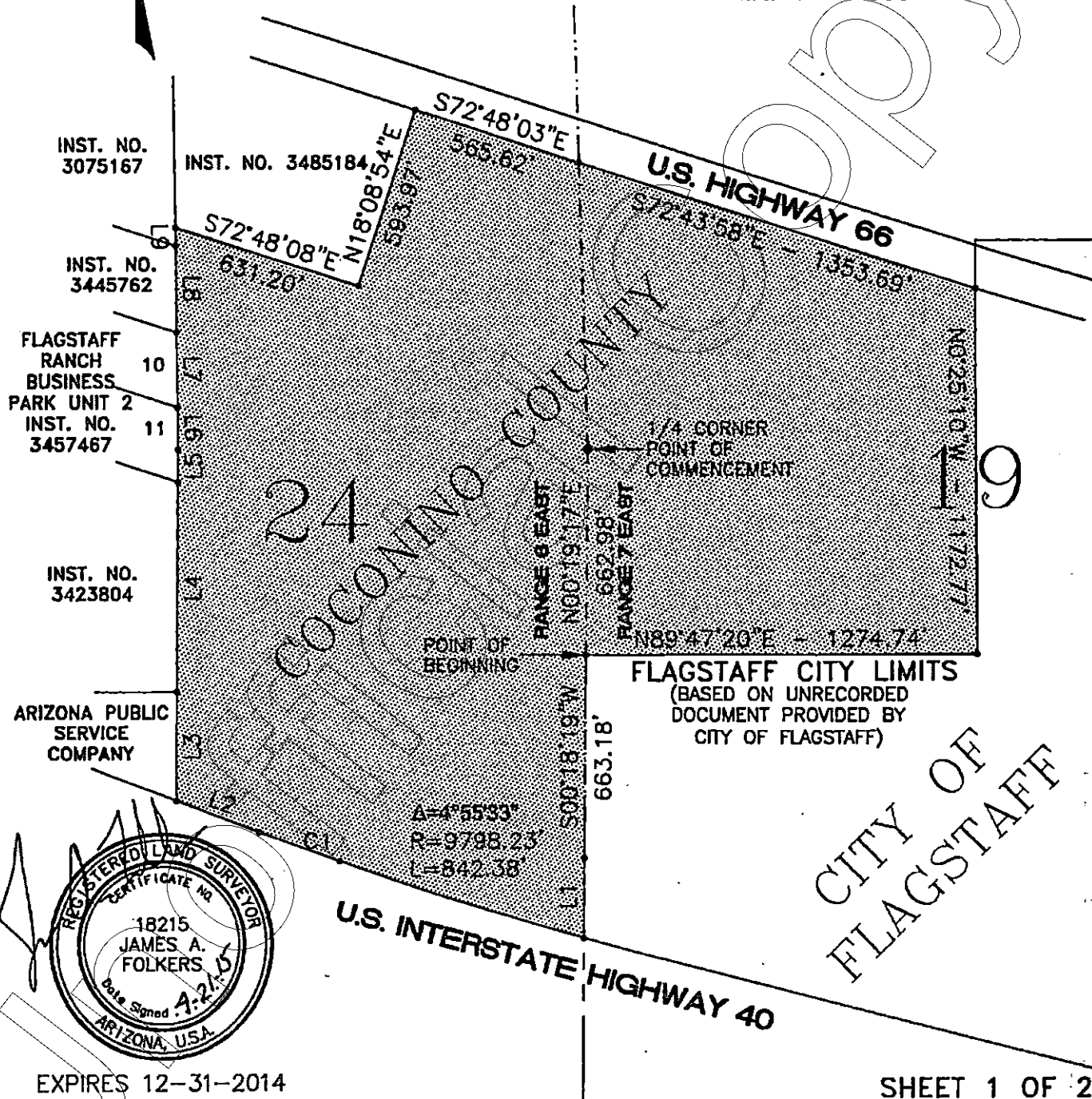
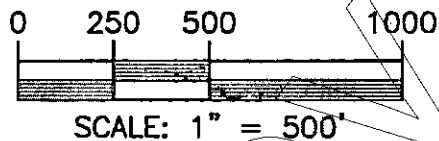
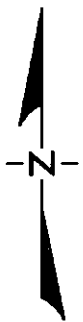
Prepared by:  
James A. Folkers, RLS  
Woodson Engineering & Surveying, Inc.  
124 N. Elden Street  
Flagstaff, Arizona 86001  
Project No. 114050



EXPIRES 12-31-2017

**EXHIBIT "A"**

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,  
AND SECTION 19. TOWNSHIP 21 NORTH, RANGE 7 EAST,  
GILA AND SALT RIVER MERIDIAN,  
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,  
CONTAINING 4,667,956 FT. ( $\pm 107.16$  ACRES)



EXPIRES 12-31-2014

SHEET 1 OF 2

DRAWN BY: JAF

DATE: 4-2015

FN: ANNEX EX

PROJECT NO.: 114050

**WOODSON****ENGINEERING AND SURVEYING, INC.**

124 N. ELDEN ST.

FLAGSTAFF, AZ 86001

PHONE: (928) 774-4636 FAX: (928) 774-4646

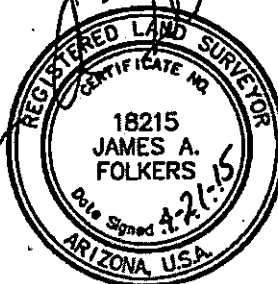
**PROPOSED ANNEXATION**

FOR LOCATION PURPOSES ONLY

**EXHIBIT "A"**

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE NO.   | BEARING       | LENGTH  |
| L1         | S00° 12' 37"W | 264.56' |
| L2         | N69° 11' 00"W | 293.93' |
| L3         | N00° 08' 31"E | 351.95' |
| L4         | N00° 08' 31"E | 676.53' |
| L5         | N00° 08' 31"E | 103.98' |
| L6         | N00° 51' 16"W | 132.89' |
| L7         | N01° 03' 29"W | 237.96' |
| L8         | N00° 59' 31"W | 278.78' |
| L9         | N01° 00' 03"W | 58.30'  |

| CURVE TABLE |           |            |         |
|-------------|-----------|------------|---------|
| CURVE NO.   | DELTA     | RADIUS     | LENGTH  |
| C1          | 01°26'56" | 11,103.47' | 280.77' |



EXPIRES 12-31-2014

SHEET 2 OF 2

DRAWN BY: JAF  
 DATE: 4-2015  
 FN: ANNEX EX  
 PROJECT NO.: 114050

**WOODSON**  
**ENGINEERING AND SURVEYING, INC.**  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

PROPOSED ANNEXATION

**Exhibit E**

Unofficial Copy



## Division 10-50.70: Outdoor Lighting Standards

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### Sections:

|              |   |
|--------------|---|
| 10-50.70.010 | Purpose                                   |
| 10-50.70.020 | Conformance with Applicable Codes         |
| 10-50.70.030 | Applicability                             |
| 10-50.70.040 | Establishment of Lighting Zones           |
| 10-50.70.050 | General Requirements – All Lighting Zones |
| 10-50.70.060 | Special Uses                              |
| 10-50.70.070 | Prohibited Outdoor Lighting               |
| 10-50.70.080 | Exceptions                                |
| 10-50.70.090 | Nonconforming Outdoor Lighting            |
| 10-50.70.100 | Violations and Enforcement                |

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### 10-50.70.010 Purpose

- A. The City was recognized as the world's first International Dark Sky City on October 24, 2001 for its pioneering work in the development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe lighting practices. The purpose of this Division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, and to provide safe and efficient outdoor lighting regulations that protect Flagstaff's dark skies from careless and wasteful lighting practices. Dark starry nights, like natural landscapes, forests, clean water, wildlife, and clear unpolluted air, are valued in many ways by the residents of this community, and they provide the natural resource upon which our world-renowned astronomical industry depends.
- B. The use of outdoor lighting is often necessary for adequate nighttime safety and utility, but common lighting practices can also interfere with other legitimate public concerns. Principle among these concerns is:
  1. The degradation of the nighttime visual environment by production of unsightly and dangerous glare;
  2. Lighting practices that produce excessive glare and brightness that interferes with the health and safety of Flagstaff's citizens and visitors;
  3. Unnecessary waste of energy and resources in the production of too much light or wasted light;
  4. Interference in the use or enjoyment of property that is not intended to be illuminated at night by light trespass, and the loss of the scenic view of the night sky due to increased urban sky-glow; and

5. The impact of inappropriately designed outdoor lighting that disrupts nocturnal animal behavior, particularly migrating birds and other species.
- C. The concerns of safety, utility, dark sky protection and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. Careful attention to when, where, and how much night-time lighting is needed results in better lighting practices, darker skies and reduced energy use and costs.
- D. It is therefore the intent of this Division to encourage lighting practices and systems which will:
  1. Minimize light pollution, glare, and light trespass;
  2. Conserve energy and resources while maintaining night time safety, utility, security, and productivity; and
  3. Curtail the degradation of the night time visual environment.
- E. It is recognized that since topographic and atmospheric conditions surrounding the City are uniquely suited for astronomical observation and since observatories have been established in the City's vicinity, the City promotes the reduction of light pollution which interferes with the successful operation of these observatories.
- F. The sensitivity of different areas to the different obtrusive impacts of outdoor lighting use depends on many factors, including the dominant use of the area (e.g. residential, industrial or commercial). Further, the effect of outdoor lighting on light pollution to the observatories is strongly dependent on the distance of those lights from the observatories. Therefore, three Lighting Zones are established, with varying standards designed to address the principal issues associated with the different areas.

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#### **10-50.70.020 Conformance with Applicable Codes**

All outdoor lighting fixtures shall be installed in conformance with the provisions of this Division and the applicable Building Codes currently in effect in the City under appropriate permit and inspection.

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#### **10-50.70.030 Applicability**

##### **A. Existing Buildings and Uses**

Any new outdoor lighting installed on a building or parcel shall meet the requirements of this Division with regard to shielding and lamp type. The total outdoor light output after the new outdoor lights are installed shall not

exceed that legally nonconforming or pre-approved on the site before the modification, or as permitted by this Division, whichever is larger.

**B. New Uses, Buildings, and Major Additions or Modifications**

1. The requirements of this Division apply to any and all new and major additions to land uses, developments, buildings, or structures.
2. If a major addition occurs on a property, the entire property shall comply with the requirements of this Code. For purposes of this section, the following are considered to be major additions:
  - a. Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision; or
  - b. Single or cumulative modification or replacement of outdoor legally installed lighting fixtures constituting 25 percent or more of the lumens that would be permitted under this Division for the property, no matter the actual amount of lighting already on a non-conforming site, constitutes a major addition for purposes of this Section.

**C. Minor Additions or Modifications**

Additions or modifications of less than 25 percent in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces to existing uses shall require the submission of a complete inventory and site plan detailing all existing and any proposed new or modified outdoor lighting. Any new or modified outdoor lighting on the site shall meet the requirements of this Division with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this Division, whichever is larger.

**D. Change of Use**

1. Except as provided in Section 10-20.60.080 (Nonconforming Outdoor Lighting), whenever the use of any existing building, structure or premises is intensified through the incorporation of additional dwelling units, gross floor area, seating capacity, or other units of measurement which create a need for an increase in the total number of parking spaces of 25 percent or more either with a single change or cumulative changes subsequent to the effective date of this Zoning Code, then all outdoor lighting shall be reviewed and brought into compliance with the requirements of this Division before the use is resumed to the maximum extent feasible as determined by the Director.
2. For changes of use or intensity which require an increase in parking of less than 25 percent cumulative, the applicant shall only have to meet the requirements of this Division for any new outdoor lighting provided.

**E. Public Rights-of-Way Exempt**

The provisions of this Division shall not apply to streetlights installed in public rights-of-way.

**F. In accordance with A.R.S. § 49-1101, all outdoor light fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.**

(Section 10-50.70.030 amended by Ord. 2016-07, adopted Feb. 16, 2016)

**10-50.70.040 Establishment of Lighting Zones****A. Establishment of Lighting Zones**

Three Lighting Zones are established, with varying development standards specific to their location within the City. Lighting Zones are shown in Section 10-90.40.020 (Lighting Zone Map).

**B. Lighting Zone Boundaries**

The boundaries of the Lighting Zones are illustrated in Section 10-90.40.020 (Lighting Zone Map).

**C. Split Parcels**

A parcel located in more than one of the described zones shall be considered to be only in the more restrictive Lighting Zone.

**10-50.70.050 General Requirements – All Lighting Zones****A. Preferred Source – Low-Pressure Sodium (LPS) lamps and Narrow-Spectrum Amber LEDs**

Due to their high energy efficiency, long life, and spectral characteristics, Low-Pressure Sodium (LPS) lamps are the preferred illumination source throughout the City. Their use is encouraged, when not required, for outdoor illumination whenever their use would not be detrimental to the use of the property. In all applications where LPS lighting is required or preferred, an acceptable alternative is Narrow-Spectrum Amber LEDs.

**B. Lighting Classes**

1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. Recognized Class 1 Lighting applications include only the following. Application of Class 1 Lighting standards for uses not included in this list requires a finding by the Director of the essential nature of color rendition to preserve the effectiveness of the activity.

- a. Outdoor sales areas, including service station canopies;

- b. Primary customer building entry/exit areas (does not include service or emergency entry/exits);
  - c. Outdoor seating areas at restaurants;
  - d. Outdoor assembly or repair areas where assembly or repair work occurs at night on a regularly scheduled basis;
  - e. Outdoor recreational field/track/arena areas; and
  - f. External and internal lighting for signs.
2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern.
- a. Examples of Class 2 Lighting applications include the following:
    - (1) Pedestrian walkways, driveways, and roadways;
    - (2) Parking lots;
    - (3) Equipment yards; and
    - (4) Outdoor security.
  - b. Low-Pressure Sodium (LPS) lamps or Narrow-Spectrum Amber LEDs are required in all Class 2 Lighting applications, except that up to 10 percent of all Class 2 lighting may be non-LPS lighting as noted in Table A (Maximum Total Outdoor Light Output Standards).
3. Class 3 Lighting is outdoor lighting used for decorative purposes.
- a. Examples of Class 3 Lighting applications include the following:
    - (1) Architectural illumination;
    - (2) Flag and monument lighting; and
    - (3) Landscape lighting and the illumination of trees, shrubs, or other vegetation.
  - b. Class 3 lighting Fixtures shall be included in the total lumen calculations for the site. If decorative lighting is applied to the exterior wall of a building using LED lights or similar technologies that allow for the color of the light to change, only one color change every two minutes is permitted.
4. The use of solar powered light systems as a light source in all Lighting Classes is appropriate.

### C. Total Outdoor Light Output

1. Total Outdoor Light Output, excluding streetlights and pedestrian lighting used to illuminate public rights-of-way and any interior lighting shall not exceed the following limits averaged over the entire development (values listed are total initial lamp lumens per acre and per residence).

| <b>Table 10-50.70.050.A: Maximum Total Outdoor Light Output Standards</b>              |               |               |               |
|--|---------------|---------------|---------------|
| <b>Land Use</b>  | <b>Zone 1</b> | <b>Zone 2</b> | <b>Zone 3</b> |
| <b>Commercial, Industrial, and Multi-family Residential (lumens per net acre)</b>      |               |               |               |
| Total (Fully Shielded and Partially Shielded)  | 25,000        | 50,000        | 100,000       |
| Partially Shielded only  | 0             | 5,500         | 5,500         |
| Non-LPS and non-narrow spectrum amber LED  | 2,500         | 5,000         | 10,000        |
| <b>Single-family Residential (lumens per parcel inclusive of accessory structures)</b> |               |               |               |
| Total (Fully Shielded and Partially Shielded)  | 10,000        | 10,000        | 10,000        |
| Partially Shielded only  | 0             | 4,000         | 4,000         |

2. For determining compliance with this Section, light emitted from outdoor lighting is to be included in the Total Outdoor Light Output as follows (see Figure A):
  - a. Light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding 100 percent of the initial lumen outputs of the lamps used:
    - (1) All unshielded or partially shielded fixtures, regardless of location;
    - (2) Light fixtures installed on poles (such as parking lot light fixtures);
    - (3) Light fixtures installed on the side of buildings or other structures but not located as described in paragraphs b. or c. below; and
    - (4) Light fixtures installed within open parking garages, or under canopies, building overhangs, or roof eaves that are not fully shielded or are fully shielded but not located as described in paragraphs b. or c. below.
  - b. Fully shielded light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding only 25 percent of the initial lumen outputs of the lamps used:

- (1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located at least five feet but less than 10 feet from the nearest outdoor opening, canopy, or overhang edge.
- c. Fully shielded light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding only 10 percent of the initial lumen outputs of the lamps used:
- (1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located 10 feet or more from the nearest outdoor opening, canopy, or overhang edge.

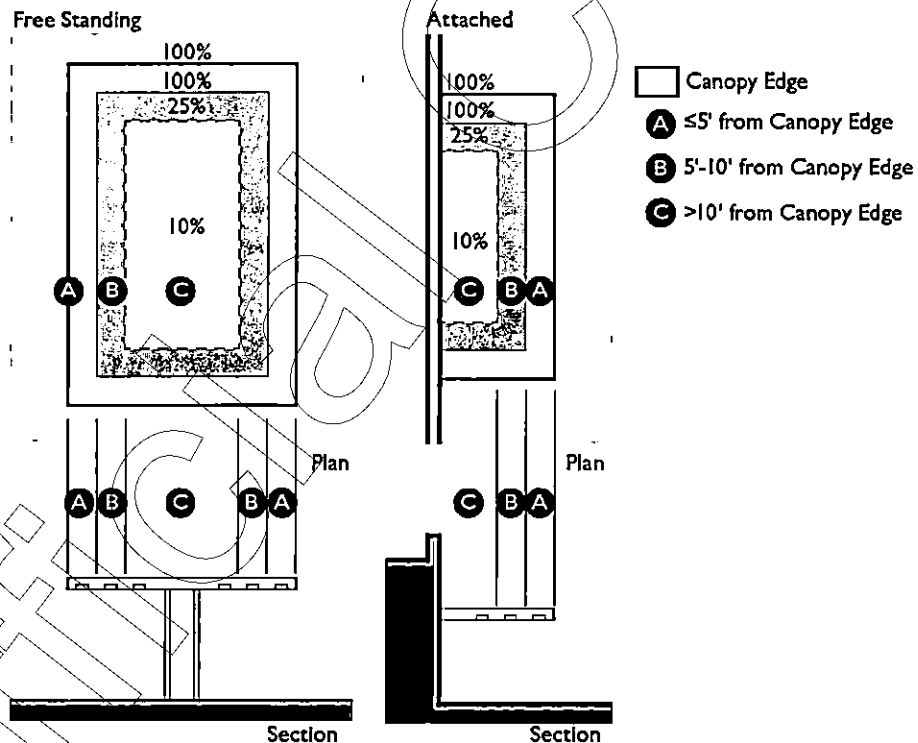


Figure A. Elevation and section views of a freestanding and attached canopy or overhang, showing fixture location and initial lamp output percentage counted toward total outdoor light output

#### D. Lamp Source and Shielding:

The standards provided in Table B (Lamp Type and Shielding Standards) shall apply:

**Table 10-50.70.050.B: Lamp Type and Shielding Standards**

| Lamp Type and Lighting Class                                  | Zone 1 | Zone 2         | Zone 3         |
|---|--------|----------------|----------------|
| <b>Non-Residential<sup>2</sup> Outdoor Lighting</b>           |        |                |                |
| Class 1 Lighting (Color Rendition):                           |        |                |                |
| All lamp types and outputs                                    | FS     | FS             | FS             |
| Class 2 Lighting (General Illumination):                      |        |                |                |
| All lamp types and outputs                                    | FS     | FS             | FS             |
| Class 3 Lighting (Decorative):                                |        |                |                |
| All lamp types 2,500 lumens <sup>1</sup> or above per Fixture | X      | X              | FS             |
| All lamp types below 2,500 lumens <sup>1</sup> per Fixture    | FS     | A <sup>3</sup> | A <sup>3</sup> |
| <b>Residential<sup>2</sup> Outdoor Lighting</b>               |        |                |                |
| Class 1-3 Lighting  |        |                |                |
| Lighting (Color Rendition):                                   |        |                |                |
| All lamp types 1,000 lumens <sup>1</sup> or above per Fixture | FS     | FS             | FS             |
| All lamp types below 1,000 lumens <sup>1</sup> per Fixture    | FS     | A <sup>3</sup> | A <sup>3</sup> |

**Key:**

FS = Allowed; Only Fully Shield Fixtures permitted

A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures permitted subject to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).

X = Prohibited

**End Notes**

<sup>1</sup>Examples of lamp types of 2,500 and 1,000 lumens and below for commercial and residential applications respectively are provided in Table C (Lamp Type and Wattage with Outputs below 2,500 and 1,000 lumens). The acceptability of a particular lamp is decided by lumen output, not wattage. The values listed are approximate, and the manufacturer's specifications for a particular lamp must be checked.

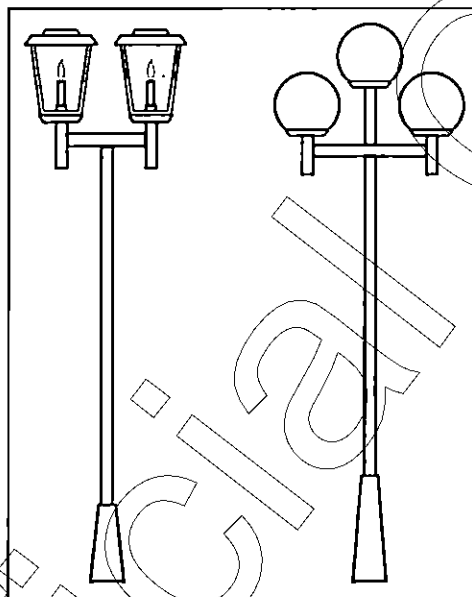
<sup>2</sup>For purposes of this subsection, residential refers to property developed primarily for residential purposes, including single-family residences, manufactured homes, duplexes, and triplexes as well as multi-family (i.e. apartment, condominium, townhome) uses. Non-residential uses include all other uses.

<sup>3</sup>For purposes of determining total light output from a light fixture, lighting assemblies which include multiple unshielded or partially shielded fixtures or lamps on a single pole shall be considered as a single fixture (see Figure B). Partially shielded lighting is limited to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).



**Table 10-50.70.050.C: Lamp Type and Wattage  
with outputs below 2,500 and 1,000 lumens**

| Lamp Type  | 2500 lm<br>(Commercial<br>and Industrial) | 1000 lm<br>(Residential) |
|--|---|--------------------------|
| Standard incandescent and less                                   | 100 watt                                  | 60 watt                  |
| Tungsten-halogen (quartz) and less                               | 100 watt                                  | 60 watt                  |
| Fluorescent and less   | 25 watt                                   | 15 watt                  |
| Compact Fluorescent and less                                     | 26 watt                                   | 13 watt                  |
| No available data for High-Pressure Sodium or Metal Halide lamps |   |                          |



**Figure B. Light Fixture with Multiple Unshielded Fixtures or Lamps**

#### **E. Effective Shielding**

All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture.

#### **F. Light Trespass Standard**

1. All light fixtures, including security lighting, shall be located, aimed and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.
2. Any privately or publicly owned outdoor light fixture with a lamp of initial output over 10,000 lumens located within 50 feet of any residential (including multi-family residential) property or public right-of-way shall utilize an internal or external shield, with the light fixture and shield

oriented to minimize light trespass over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure C).

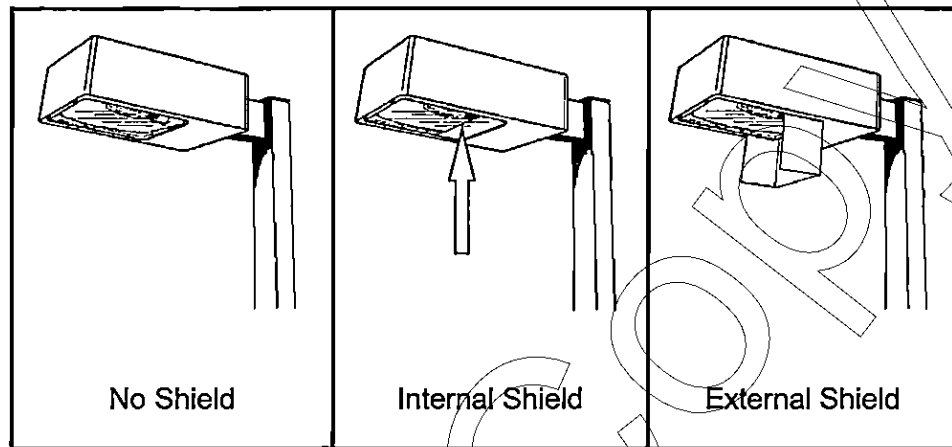


Figure C. Shielding Configurations

**G. Motion Sensing Light Fixtures**

Motion sensing light fixtures shall be fully shielded.

**H. Time Limits for Outdoor Lighting**

All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building or outdoor product display or storage area shall be turned off at the times listed in Table D (Time Limits for Outdoor Lighting), or no later than 30 minutes after the business closes, whichever is later, and remain off for the remainder of the night or until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080.D, and outdoor recreation facilities are exempt in accordance with Section 10-50.70.060. B.

**Table 10-50.70.050.D: Time Limits for Outdoor Lighting**

|   | Zone 1    | Zone 2     | Zone 3     |
|---|-----------|------------|------------|
| Time limit when outdoor lights must be turned off | 9:00 p.m. | 11:00 p.m. | 11:00 p.m. |

**I. Sign Illumination**

Standards for external and internal sign illumination are provided in Division 10-50.100 (Sign Standards). Lighting used for the external illumination of signs is included toward the Total Outdoor Light Output standards of Subsection C.

**J. Neon Building Lighting**

Neon building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not permitted.

**K. Multi-class Lighting**

Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table A (Maximum Total Outdoor Light Output Standards) and Table B (Lamp Type and Shielding Standards), or conform to the time limitations of the least restrictive included class as shown in Table D (Time Limits for Outdoor Lighting).

**L. Internally Illuminated Architectural Elements**

Any architectural element including walls or portions of buildings that are internally illuminated and that is not a sign or fenestration (windows or doors) shall have 100 percent of the initial lamp output of all lamps used to provide such illumination counted toward partially lighting for the purposes of calculating Total Outdoor Light Output for the site and is subject to the standards of Subsection C.

**M. Architectural/Landscape Lighting**

Architectural lighting used to illuminate the wall of a building or landscape lighting used to illuminate trees or other landscape elements is permitted subject to the following:

1. Architectural and landscape lighting that is directed downward onto a wall, tree or other landscape feature shall be included in the Total Outdoor Light Output Standards provided in Table A (Maximum Total Outdoor Light Output Standards), based on whether a fully shielded or partially shielded light fixture is used; and
2. Architectural and landscape lighting that is directed upward onto a wall, tree or other landscape feature is not permitted.

**N. Emergency Lighting**

Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is permitted in all lighting zones and is excluded from the total lumen calculations for the site.

**O. Use of Mercury Vapor Light Fixtures**

1. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this Zoning Code. No replacement equipment other than bulbs for mercury vapor lighting fixtures shall be sold in the State after January 1, 1991 and the use of mercury vapor light fixtures is prohibited after January 1, 2011.
2. The provisions of this section shall not apply to outdoor light systems erected prior to 1950.

(Section 10-50.70.050 amended by Ord. 2016-07, adopted Feb. 16, 2016)

---

**10-50.70.060 Special Uses****A. Service Station Canopy Lighting****1. Lighting Class**

Lighting for service station canopies shall be considered Class 1 Lighting.

**2. Shielding**

All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not permitted.

**3. Total Under-Canopy Output**

The total light output used under service station canopies, defined as the sum of all under-canopy initial lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy in Lighting Zone 2 and 3, and shall not exceed 20 lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).

**4. All lighting mounted under the canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating the total cost of such items as fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject to the standards of Section 10-50.70.050.C.****B. Outdoor Recreation Facilities****1. Lighting Class**

Lighting for field/track/arena areas only shall be considered Class 1.

**2. Lumen Cap Exemption**

- a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the lumens per acre limit set in Section 10-50.70.050.C;
- b. In Lighting Zones 2 and 3, lighting for field/track/arena areas is not subject to the lumens per acre limit set in Section 10-50.70.050.C; and,
- c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication IESNA RP-06-01.

**3. Shielding**

Fixtures used for field/track/arena areas shall be fully shielded.

**4. Time Limits**

No illuminated sports facility shall be illuminated after the time limits listed in Table 10-50.70.050.D (Time Limits for Outdoor Lighting), except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.

**5. Certification**

Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Arizona as conforming to all applicable restrictions of this Code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

**C. Street Lighting**

1. Standards for street lighting installed on public rights-of-way are found in the City Engineering Standards, Title 12 (Street Lighting).
2. Street lighting installed on private rights-of-way shall be included within the Total Outdoor Light Output for the development.

**D. Parking Garages****1. Lighting Class**

Lighting installed for general illumination of parking areas within parking garages, where the parking areas are open to the outside, shall be considered Class 2.

**2. Inclusion Toward Total Outdoor Light Output**

The lumen output of light fixtures mounted 15 feet or more from the nearest opening to the outdoors and within open parking garages shall not be included toward the Total Outdoor Light Output standards in Section 10-50.70.050.C. All light fixtures mounted less than 15 feet from the nearest opening to the outdoors shall comply with the total outdoor light output standards established in Section 10-50.70.050.C.

**3. Shielding**

All light fixtures used on or within open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.

**E. Outdoor Display Lots****1. Lighting Class**

Outdoor lighting for outdoor display lots shall be considered Class 1 lighting, and shall conform to applicable lumens per net acre limits applied to the entire parcel.

**2. Lighting Time Limitations**

Outdoor display lot lighting shall conform to the hours of operation as

established under Class 1 Lighting Standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this Division applicable to this class.

### 3. Shielding

All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.

### F. Temporary Lighting

Temporary lighting which does not conform to the provisions of this Division may be approved by the Director subject to the approval of an Outdoor Lighting Permit in accordance with the provisions of Section 10-20.40.100 (Outdoor Lighting Permits). Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events or construction projects.

(Section 10-50.70.060 amended by Ord. 2016-07, adopted Feb. 16, 2016)

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## 10-50.70.070 Prohibited Outdoor Lighting

The following types of outdoor lighting are prohibited:

- A. Outdoor floodlighting by flood light projection above the horizontal plane.
- B. Search lights, flood lights, laser source lights, or any similar high intensity light, except in emergencies by police, fire, or medical personnel or at their direction; or for meteorological data gathering purposes.
- C. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating or strobe light illumination.

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## 10-50.70.080 Exceptions

### A. Airport Lighting

Required navigational lighting systems at airports for the safe and efficient movement of aircraft during flight, take off, landing and taxiing is exempt from the provisions of this Division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the lumens per acre limits provided in Section 10-50.70.050.C, although it must conform to all other requirements of this Division. All other outdoor lighting at airport facilities shall comply with the provisions of this Division.

### B. Infrared Security Lighting

Lights emitting infrared radiation used for remote security surveillance systems is permitted in all zones with the following restrictions:

1. Fixed lights must be fully shielded; and
2. Movable lights, such as spot lights attached to infrared sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

**C. Emergency Lighting by Emergency Services**

Searchlights, floodlights, laser source lights, strobe or flashing lights, or any similar high intensity lights are permitted when used in emergencies by police, fire, medical, or utility personnel or at their direction.

**D. Holiday Decorations**

In all lighting zones low voltage holiday decorations may be unshielded and remain on all night from November 15 to January 15.

**E. Solar-powered Lighting**

Solar-powered lights of 5 watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.

**F. Construction and Renovation of Municipal Facilities**

All outdoor lighting used for construction or major renovation of municipal buildings, structures and facilities is exempt from the provisions of this Division.

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**10-50.70.090 Nonconforming Outdoor Lighting**

Section 10-20.60.080 (Nonconforming Outdoor Lighting) provides the standards and regulations for nonconforming outdoor lighting.

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**10-50.70.100 Violations and Enforcement**

- A. It shall be unlawful to install or operate an outdoor light fixture in violation of this Division. Any person violating any provisions of this Division shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance, and use continues shall be considered a separate offense.
- B. The requirements of this Division shall be enforced in compliance with the enforcement provisions of Division 10-20.110 (Enforcement).

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**Exhibit F**

Unofficial Copy



# TIMBER SKY

## LIGHTING MITIGATION STANDARDS

- 1) The purpose of these standards is to establish a set of mitigation strategies to be incorporated into the Codes, Covenants & Restrictions (CC&Rs) for the Timber Sky Development with significant thresholds required to revise these standards. The Intent of these standards is that all private development within the project will not only meet the City of Flagstaff lighting code but will exceed them. The Pre-Annexation Development Agreement between the developers of Timber Sky and the City of Flagstaff will include these mitigation strategies as requirements of the CC&Rs. For the term of the Development Agreement, the Timber Sky developers will not initiate any lighting-related amendment without the inclusion of the U.S. Naval Observatory Flagstaff Station in the discussion. In connection with the project platting, the CC&Rs will be recorded against the property to pick up any gap between the application of the Development Agreement and the CC&Rs, and the CC&Rs will have special amendment criteria limiting the future homeowners' association's ability to process amendments related to these standards such that amendments to the lighting mitigation standards will require approval by the City of Flagstaff City Council.
- 2) Section 1—50.70.030 E. Public Rights-of-Way Exempt, of the City of Flagstaff Outdoor Lighting Standards contained in Division 10-50.70 of the City code states *"The provisions of this Division shall not apply to streetlights installed in public rights-of-way."* The developers of Timber Sky, the City of Flagstaff (City) and the U.S Naval Observatory Flagstaff Station (NOFS) all agree that measures to limit and or reduce the light output of the streetlights and pedestrian lighting used to illuminate public rights-of-way in Zone 1 including those within the Timber Sky development beyond the City's current standards is not the responsibility of the Timber Sky Development nor should revising these standards be a condition of zoning approval. The developers of Timber Sky commit to work hand in hand with the City and NOFS to develop revised standards for lighting of the streetlights and pedestrian lighting used to illuminate public rights-of-way going forward, and will incorporate the revised standards into the design of said lighting at the City's request.
- 3) Lighting for each single family home developed within the R1, MR and HR zoning categories will be limited to a total of 1350 externally installed lumens, whether attached to the dwelling structure or installed elsewhere on the lot. This limit can be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumens limit. These additional limits should no way be interpreted to allow the current limits set forth in the City of Flagstaff lighting code be exceeded for multi-family residential development in the HR category.



## TIMBER SKY

- 4) Exterior Lighting on single family and multi-family residential structures will be fully shielded fixtures to be installed under canopies or overhangs a minimum of five (5) feet from the nearest edge not attached to the structure. In situations where an overhang is not feasible or practical, a fully shielded fixture with motion sensor will be utilized.
- 5) All common area property owned or managed by the master homeowner's association, or one of the sub-associations within a residential block, will be limited to security lighting and lighted entry monuments. For purpose of applying the City of Flagstaff lighting code, lighted entry monuments will be considered Class 1 Lighting, and security lighting will be considered Class 2 Lighting. Care must be given to minimize lumens and to direct light downward or be completely shielded for these applications.
- 6) With the exception of lighting for single family residential, and lighting for multi-family residential that meets Section 4; all outdoor lighting will use "low-pressure sodium (LPS), narrow-spectrum amber LED, PC ("phosphor-converted") amber LED, or amber compact fluorescent or equivalent. An exception to this requirement will be for lighted entry monuments or other Class 1 lighting applications where color rendition is required.
- 7) Care should be given to selecting building colors and materials where external lighting will be installed to minimize reflectivity. Wall surfaces located below and within ten (10) feet laterally of any external light fixture will have a "light reflectance value" (LRV) of 15 or less.
- 8) For commercial development within Block 12, Table 10-50.70.050.D of the City's lighting code requires outdoor lighting in Zone 1 to be turned off at 9:00 pm or no later than 30 minutes after the business closes, whichever is later. For any lighting fixtures exempted from this requirement in the lighting code, motion sensors will be utilized after 9:00 pm.

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

**DEV-2016-188-AG1-AM1**

**FIRST AMENDMENT  
To The  
TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

The following First Amendment to the Timber Sky Annexation and Development Agreement (this "Amendment") is made this 18 day of September, 2017 and is incorporated into and made a part of that certain Timber Sky Annexation and Development Agreement dated November 15, 2016, and recorded in the Coconino County Records as Document No. 3772624 (the "Development Agreement"). Capitalized terms not defined herein shall have the meaning assigned to them in the Development Agreement. This Amendment is made pursuant to Section 15.4, of the Development Agreement, which permits the City and the Owner to amend the Development Agreement. Accordingly, this Amendment is made by the City of Flagstaff ("City") and VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company ("Owner").

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments. The parties amend the Development Agreement as follows:

**A. Section 7.3, Infrastructure Assurance, is revised to revise 7.3.6 to add a third party trust as an Acceptable Assurance:**

7.3.6 Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion including third party trust agreements.

**B. Section 8.5.1, Increased Sewer Capacity, and its subsections are deleted in their entirety and replaced with the following to address the revisions requested by the City related to the new Off-Site Sewer Improvements:**

8.5.1 Increased Sewer Capacity. The Parties agree that pursuant to the WSIA, the Project will create the need for Off-site Sewer Improvements specifically identified in the WSIA. Owner acknowledges that the modifications identified in the WSIA to the



existing sewer collection system are required as part of this project as the existing downstream sewer collector system is not adequate for the proposed development. The City has also requested that Owner construct off-site sewer improvements beyond those provided for in the WSIA, and Owner has agreed to construct the oversized improvements subject to the conditions of this Agreement and as detailed in Sections 8.5.1.1 and 8.5.1.2 below (collectively, the "Off-Site Sewer Improvements"). Except as provided in Section 8.5.1.1, the Off-Site Sewer Improvements must be completed and accepted by the City prior to the issuance of the first building permit for Phase I. However, plans for the design of the Offsite-Sewer Improvements may be completed after the recordation of the Phase 1 final block plat and the Phase 1 final subdivision plats for Blocks 3A, 7A and 8.

8.5.1.1 Westside Sewer Interceptor. The installation of sewer line connecting manholes 2A-422 and 2A-360 with a combination of an 18", 21" and 24" diameter pipe will be completed by Owner pursuant to this Agreement (the "Westside Sewer Interceptor"). The Westside Sewer Interceptor includes the addition of a 24" line in the Clay Avenue Wash (the "Clay Avenue Wash Extension"). The Westside Sewer Interceptor, inclusive of the Clay Avenue Wash Extension, is a planned City project and as a result, the City agrees to reimburse the Owner for the cost of the construction of this sewer improvement pursuant to Section 8.5.3 below.

The City has commenced designing and engineering the Westside Sewer Interceptor, inclusive of the sewer line, manholes and any other incidental utility improvements necessary for construction, and agrees to provide plans (the "Plans") to Owner by September 30, 2017 ("Westside Sewer Interceptor Plan Deadline"). To the extent that the Plans require the acquisition of additional right-of-way or easements by the City to facilitate construction, the City agrees that any additional rights must be acquired by March 1, 2018 for the Owner to complete the construction of the Westside Sewer Interceptor (the "Easement Deadline"). The parties agree that any necessary easements to complete the Plans are not the responsibility of the Owner as provided for under Section 7.4 of the Agreement. The City further agrees that any final plat for Phase I may be recorded in advance of the Deadlines, and confirms that no assurances under Section 7.3 of this Agreement are required for the Westside Sewer Interceptor. Until the Westside Sewer Interceptor is completed, the City agrees that there is capacity in the current system for 125 single family dwelling units or an equivalent number of condominium/townhome units (the "Initial Units") to be developed within the Property and consequently, the City will issue such permits on the Property in advance of the completion of the Westside Sewer Interceptor for the Initial Units. Owner agrees to complete the Westside Sewer Interceptor within one year from the date of permit issuance for the improvement project, provided that the Easement Deadline has been met.



In the event that the plans are not provided to Owner by the Sewer Plan Deadline, or the Easement Deadline has not been met by the City, the City agrees that Owner may continue Phase I construction and obtain an additional 25 single-family or equivalent number of condominium or townhome unit building permits beyond the Initial Units for every 30 days after September 30, 2017 until the Plans are available or for every 30 days after the Easement Deadline until the necessary easements, if any, are obtained. By way of example, if the Plans are available to Owner on October 15<sup>th</sup>, 2017, then only the Initial Units may be permitted. However, if the Sewer Plans are not available until November 15, 2017, Owner may be issued permits for the Initial Units, plus an additional 25 equivalent units. In no event will Owner be entitled to obtain permits for 50 units beyond the Initial Units if the City determines that there is no available capacity.

8.5.1.2 Core Facilities Sewer. The installation of approximately 5,170 feet of sewer line to connect MH 2A-472 at the existing Adirondack Avenue 18" sewer interceptor line for this drainage basin through manhole #18, which is approximately 300 feet north of W Route 66 (the "Core Facilities Sewer"). Infrastructure improvements will include the sewer line, manholes and any other incidental utility improvements necessary for construction. The City was scheduled to construct this sewer extension in fiscal year 2017. Should the Owner construct the sewer line in advance of the City, the City agrees to reimburse the Owner the cost of the Improvements unless the City's Core Facilities project is terminated, in which case, the Owner will only receive upsizing contributions for the difference between an 8" and 18" sewer line.

**C. A new Section 8.5.3 is added as follows to provide for reimbursement to the Owner for the Westside Sewer Interceptor:**

8.5.3 Reimbursement to Owner. It is estimated that the total cost of the Westside Sewer Interceptor will be \$1,650,000.00 (the "Sewer Cost"). The City agrees to reimburse the Owner for all costs associated with the construction of the Westside Sewer Interceptor, including permit fees and reasonable project management expenses to be approved by the City. Based on the City's current Utilities 5-Year Plan, it is anticipated that payments for reimbursement will be made in accordance with the following schedule:

- 1) Three hundred thousand and 00/100 dollars (\$300,000.00) to be paid within 30 days of the completion of the Clay Avenue Wash Extension;
- 2) Five hundred thousand and 00/100 dollars (\$500,000.00) to be paid by August 31, 2018; and

- 3) The remaining Sewer Cost balance to be paid by August 31, 2020 or sooner if the funds are accelerated in the City's budget. If the remaining Sewer Cost balance is not paid by August 31, 2020, interest on the remaining balance will accrue at an annual rate of eight percent (8%).

**D. Section 10, Road Improvement Requirements, is hereby amended to add Section 10.1.3 to clarify timing of plan approvals for certain Roadway Improvements.**

10.1.3 Plan Approval Timing. Improvement plans for Phase I Onsite Roadway Improvements within the City's jurisdiction must be approved by the City before the recordation of any final plat for Phase I. For On-site Roadway Improvements and Off-site Roadway Improvements not within the City's jurisdictions, plans must be substantially complete before plat recordation.


2. Effect of Amendment. In all other respects, the Development Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Development Agreement shall remain in full force and effect.

3. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

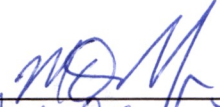
**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**City of Flagstaff, a municipal  
corporation "City"**

  
Coral Evans, Mayor

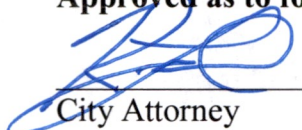
**VP 66 & Woody Mountain,  
L.L.C.,  
an Arizona limited liability  
company  
"Owner"**

By:   
Name: Mark Orfanedes Jr  
Its: Authorized Agent

**Attest:**

  
City Clerk

**Approved as to form:**

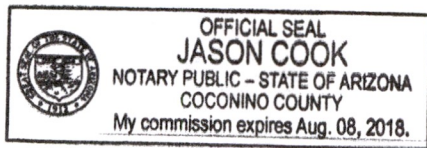
  
City Attorney



STATE OF ARIZONA     )  
COUNTY OF COCONINO)

ACKNOWLEDGMENT

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



Jason Cook

Notary Public

My Commission Expires: 8/8/2018

STATE OF ARIZONA     )  
COUNTY OF Maricopa     )

ACKNOWLEDGMENT

On this 7<sup>th</sup> day of August, 2017, before me, a Notary Public, personally appeared Mark E. O'Malley, Jr., known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of VP LLC + Rocky Mountain, LLC, its owner, for the purposes therein contained.



Cara Cook

Notary Public

My Commission Expires: April 24, 2020

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Josh Copley, City Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE:**

**Consideration and Adoption of Resolution No. 2018-05:** A Resolution of the Flagstaff City Council relating to President Trump's Executive Order 13767: Declaring the Mayor and Council's opposition to the proposed construction of a border wall along the US-Mexico border.

**STAFF RECOMMENDED ACTION:**

- 1) Read Resolution No. 2018-05 by title only
- 2) City Clerk reads Resolution No. 2018-05 by title only (if approved above)
- 3) Adopt Resolution No. 2018-05.

**Executive Summary:**

During the City Council regular meeting of January 2, 2018, Council discussed a proposed Resolution opposing the construction of a border wall along the U.S./Mexico border.

After receiving public input, and considering the proposed draft Resolution, Council provided direction to bring the item back for consideration and possible adoption at the earliest opportunity.

The attached draft Resolution is provided for your consideration.

**Financial Impact:**

None.

**Policy Impact:**

In furtherance of the policy implications of this proposed Resolution, Council may decide to make relevant changes to the City of Flagstaff Procurement Manual at a future date.

**Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**

Social Justice - Advance social justice in our community.

Environmental and Natural Resources - Actively manage and protect all environmental and natural resources.

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

City Council considered a Future Agenda Item Request (FAIR) during its regular council meeting of December 19, 2017 and two Councilmembers agreed to move this item forward for a discussion. Council then provided direction to expedite this discussion and place it on the next available meeting agenda.

During its regular meeting of January 2, 2018, Council provided direction to move this item forward for consideration and possible adoption.

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**Attachments:**     Res. 2018-05  
                         Letter to Mayor & Council from Tucson City Councilmember Regina Romero

## **RESOLUTION 2018-05**

### **A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL RELATING TO PRESIDENT TRUMP'S EXECUTIVE ORDER 13767: DECLARING MAYOR AND COUNCIL'S OPPOSITION TO THE PROPOSED CONSTRUCTION OF A BORDER WALL ALONG THE U.S. – MEXICO BORDER**

#### **RECITALS:**

WHEREAS, immigration has been a part of this country's history since its inception and this country has thrived as a result of the many achievements and contributions of immigrants; and

WHEREAS, it is estimated that there are 325,000 undocumented immigrants living in Arizona and 11.4 million living in the United States total, who contribute economic, entrepreneurial and cultural value to our community, the state and nation; and

WHEREAS, the City of Flagstaff and its Mayor and Council champion the core values of inclusiveness and tolerance, and welcome everyone who seeks to realize their dreams and build their families in the City, regardless of national origin or immigration status; and

WHEREAS, the Trump administration has proposed through Executive Order 13767 to build a wall along the entire U.S.-Mexico border and dramatically increase militarization of the border region; and

WHEREAS, the wall would be a huge financial burden to taxpayers with an estimated cost of at least \$25 billion dollars; and

WHEREAS, the U.S.-Mexico border is now more secure than it has ever been, apprehensions in the border region are at historic lows, and border communities are among the safest in the entire United States; and

WHEREAS, the existing border wall is frequently breached and circumvented, knocked down in floods, requires enormous maintenance costs resulting in hundreds of millions of dollars per year in further financial burden to U.S. taxpayers, and remains the most expensive and least effective means of securing the border according to many security experts; and

WHEREAS, the existing border wall and militarization have created a human rights crisis in the border region that has caused significant social, cultural, and economic harm to border communities and resulted in more than 6,000 migrant deaths in the borderlands, the majority of which have occurred in Arizona; and

WHEREAS, advocating for and supporting actions that lead to the advancement of social and environmental justice for the Indigenous Community is a City Council goal; and

WHEREAS, the Tohono O'Odham Legislative Council, the National Congress of American Indians (NCAI), and the Inter Tribal Association of Arizona have all adopted resolutions opposing the construction of a border wall on tribal lands without the consent of the affected tribes, finding that a continuous, physical wall on the border would divide historic tribal lands and communities, prevent tribal members from making traditional crossings, injure endangered and culturally

significant plants, and disturb and destroy tribal archaeological, sacred sites, and human remains; and

WHEREAS, the existing border wall and fencing has caused substantial environmental damage, including catastrophic floods, erosion, degradation of public lands and destruction of critically important wildlife habitat, and threatens to harm more than 100 species in the border region, including dozens of endangered species such as jaguar and ocelot, and these and other environmental harms would be exacerbated by construction of more border wall; and

WHEREAS, more than three dozen laws were waived to facilitate construction of the existing border wall, which precluded review and analysis of impacts to environmental and archaeological resources on the border, including Native American sacred sites, protected public lands, wildlife, endangered species, stream courses, etc.; and

WHEREAS, a border wall is an offensive and damaging symbol of fear and division that will increase tensions with Mexico, one of the United States' largest trading partners and a neighbor with which the community of Flagstaff is linked culturally and economically; and

WHEREAS, the border wall is an affront to the City's core values of inclusiveness and tolerance, and a threat to the economic and cultural vitality of the City; and

WHEREAS, The City of Flagstaff does not wish to be associated with any company that participates in the design, construction, or maintenance of the border wall in any way, and to this end the Mayor and Council intend to require the disclosure by companies of their involvement with the border wall prior to City investment in or procurement of services from those companies; and

WHEREAS, the Mayor and Council of the City of Flagstaff desire to publicly declare its opposition to Executive Order 13767 and the proposed construction of a continuous wall or other physical barrier along the U.S.–Mexico border:

**ENACTMENTS:**

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

**THAT** the Flagstaff City Council denounce and oppose Executive Order 13767 and all associated actions calling for the construction of a wall or continuous physical barrier along the U.S. – Mexico border.

**BE IT FURTHER RESOLVED** that the Mayor and Council resolves to the best of its ability to not procure services from any company involved in the design, construction, or maintenance of the border wall.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this XX day of December, 2017.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY



REGINA ROMERO, COUNCIL MEMBER  
WARD 1 COUNCIL OFFICE

Mayor Coral Evans  
Flagstaff Mayor & City Council  
211 W Aspen Ave  
Flagstaff, AZ 86001

December 15, 2017

Dear Mayor Coral Evans and Flagstaff City Council,

I write this letter to express my support for the proposed No Border Wall Resolution under consideration by the City of Flagstaff, and urge the city council to consider its adoption. As Vice Mayor of the City of Tucson, I can attest to the positive response we received from the community when our city, along with Pima County leaders, joined the Tohono O'odham Nation and the Pascua Yaqui Tribe to officially oppose President Trump's multi-billion dollar project to wall off our southern border.

The history, culture and economy of Arizona have been inextricably linked to our neighbors in Mexico for centuries. Ignoring this fact would be ignoring our own heritage and identity. The border region hosts a thriving international economy built upon trade and cross-border tourism— it's far more complex than "us" vs "them." President Trump's border wall would represent nothing more than a wasteful monument that hurts our communities, perpetuating fear, distrust and hatred of one another.

For this and many other reasons, the City of Tucson passed a No Border Wall Resolution objecting to the building of the wall and calling for the city to do all that it can to divest from companies involved in its construction. I am very proud to say that this key language was approved unanimously by my colleagues.

I am happy to know that you are aware of the detrimental damage the border wall would bring to our region and that you are working to take action against it. Please count on my full support in your effort to adopt a No Border Wall Resolution in the City of Flagstaff.

In Community



Regina Romero

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Rick Tadder, Management Services Director  
**Co-Submitter:** James Duval, Senior Project Manager, Chris Kirkendall  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



---

**TITLE**

**Discussion:** Ballot Measure for Rio de Flag Project on the November 2018 Election

**STAFF RECOMMENDED ACTION:**

Receive direction from City Council for potential ballot measure on the November 2018 election related to increasing revenues to fund the City's contribution for the Rio de Flag flood mitigation project.

**EXECUTIVE SUMMARY:**

The United States Army Corps of Engineers (USACE) received federal funding to complete 100% design for the Rio de Flag flood mitigation project. Staff recognizes that there will be a financial obligation of the City during the construction of the project which is currently estimated at \$36 million for the City's portion of the \$103 million project cost. Furthermore, per City Charter certain options for raising certain revenues and issuing certain bonds require voter approval at a general election. General elections are only held in November of even-numbered years. Therefore, we are recommending adding a ballot measure to address the critical stormwater needs in our community.

**INFORMATION:**

Staff will provide a presentation that outlines the need for the Rio de Flag project, a brief history, funding options and staff's recommendation for a sales tax rate increase dedicated to stormwater needs. We are seeking direction on a potential election ballot measure. Should Council provide direction to pursue a ballot question, staff will begin preparing for the election including public outreach, development of the ballot language, and completion of the publicity pamphlet.

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**Attachments:** Stormwater Sales Tax Proposal





# Flagstaff City Council

## Rio de Flag Project Consideration for November 2018 Election

January 16, 2018



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# Overview

What's the purpose of tonight's discussion?

- Seek Council consideration and direction to provide revenue for the Rio de Flag construction.
- Current City match estimated at \$36M



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# Overview

## Tonight's agenda

- The need for Rio de Flag construction
- Brief historical overview
- Funding options
- Sales tax consideration
- November 2018 election timeline



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# Why is this urgent?

- At risk of catastrophic flood
- 100% Design
- Federal funding timeline
- Election opportunity every 2 years
- \$916M in Flood Damage
- 1,500 structures impacted
- Life/Health/Safety
- Elimination of floodplain & mandatory flood insurance



**TEAM FLAGSTAFF**

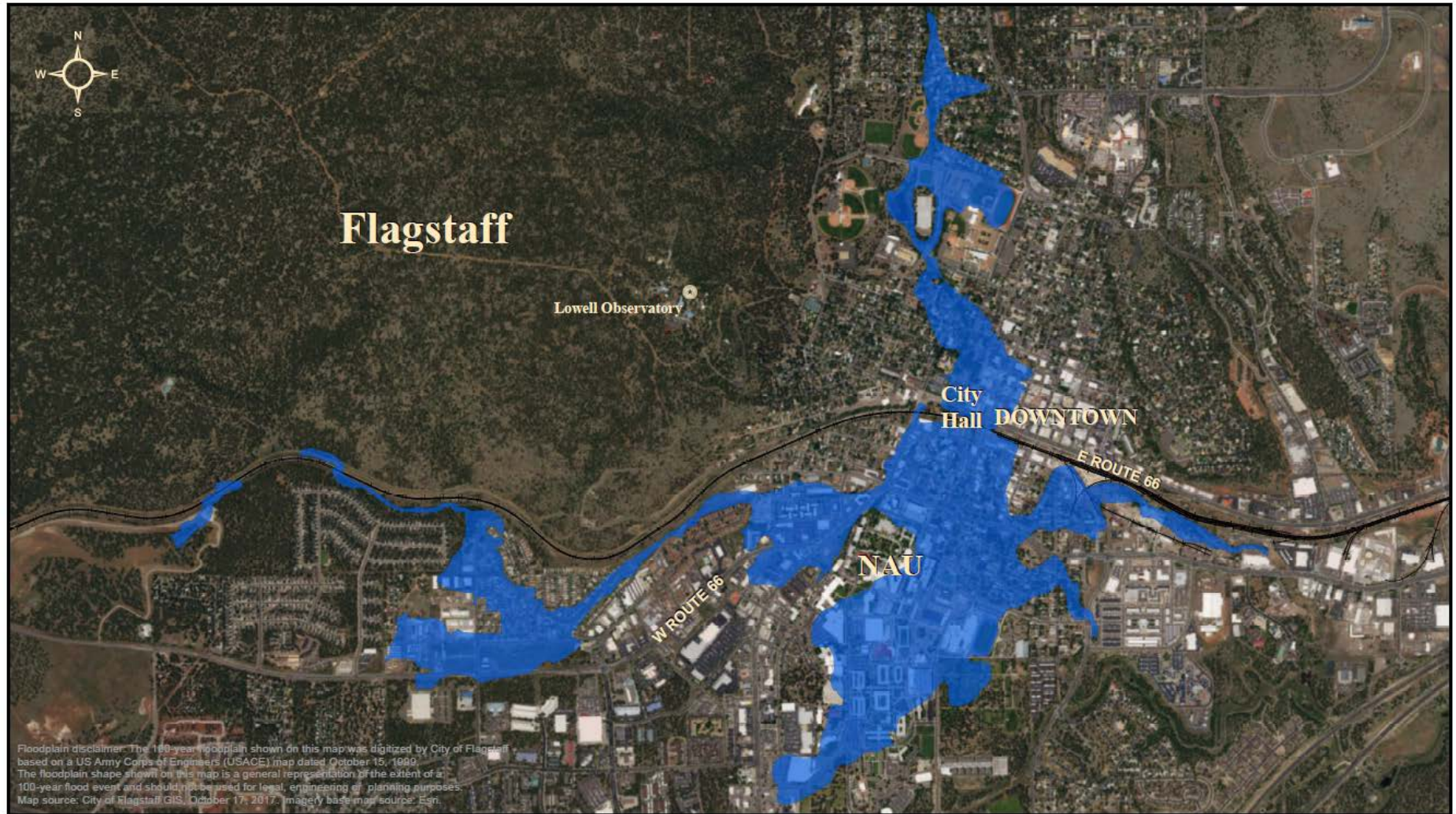
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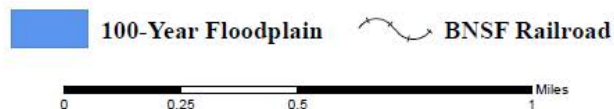




# 100 Year Flood Impact



**100-Year Floodplain**  
Flagstaff Downtown Area



**RIO de FLAG**  
Flood Control Project



# History

- Feasibility Report Completed & Project Authorized by Water Resources Development Act (WRDA) – 2000
- City and United States Army Corps of Engineers (USACE) Sign Project Cooperation Agreement - 2004
- Design of Main Stem Begins - 2005
- Clay Wash Detention Basin, Thorpe Bridge & Butler Tunnel Constructed 2009-2012
- Main Stem Design 90% Complete - 2015



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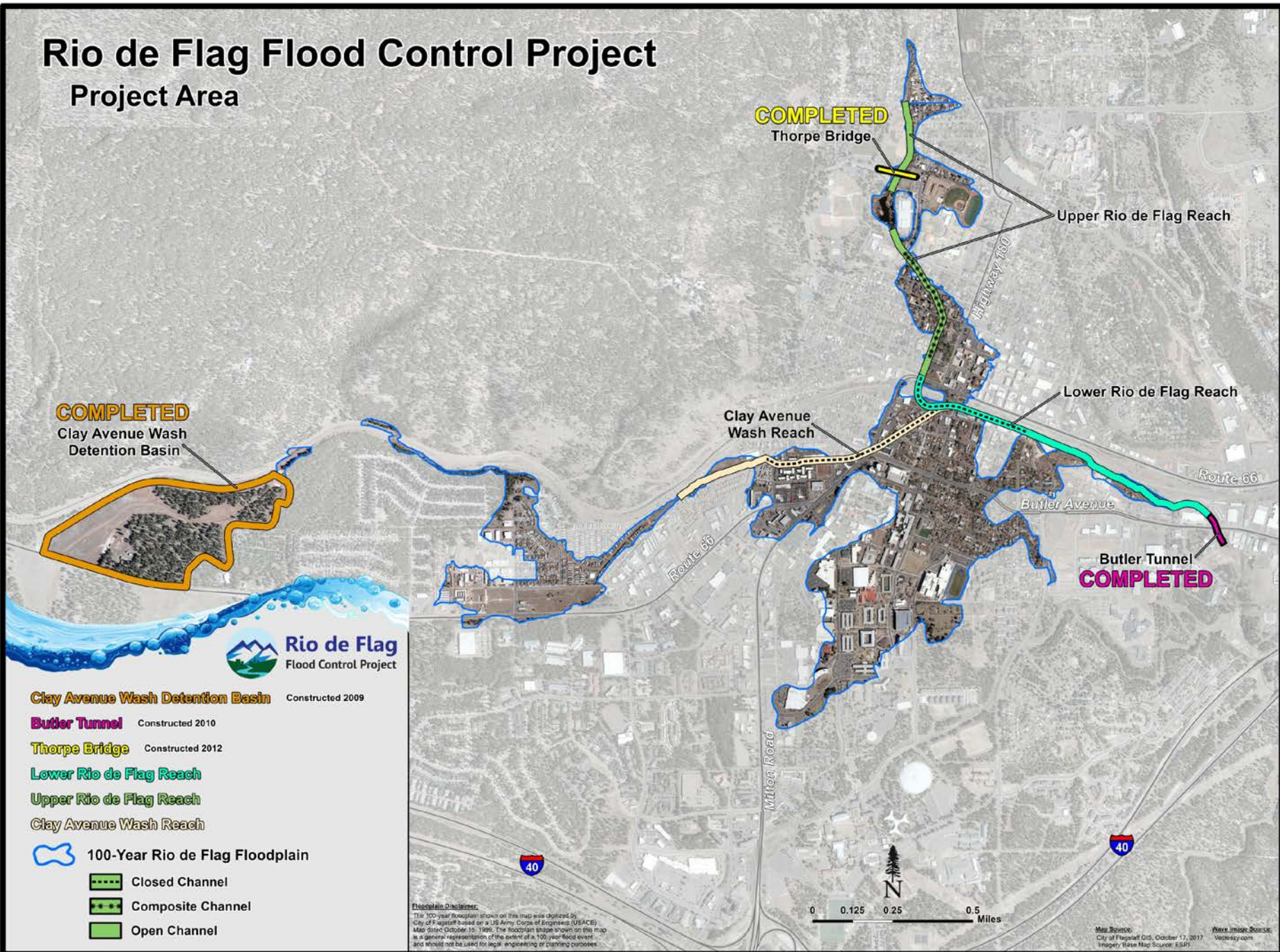
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# Rio de Flag Flood Control Project

## Project Area







# Current City Cost Share

Projected costs for the Rio de Flag project are:

|                    |              |
|--------------------|--------------|
| Non-federal (City) | \$ 36M (35%) |
| Federal            | \$ 67M (65%) |
| <hr/>              |              |
| Total              | \$103M       |



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# Funding Recommendation: New Sales Tax

- 0.25% tax rate
- \$0.25 per every \$100 taxable goods
- Allows for pay as you go funding
- Tax sunset in 7 years
- Avoids interest expense-No bonds
- City and County residents and visitors pay for the project



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# Impact to Resident

|  | Increase       | Years   | Annual Impact | Total impact |
|--|----------------|---------|---------------|--------------|
| Sales Tax Increase   |                |         |               |              |
| Based on household income between \$60K and \$70K, family of 4, \$15K taxable goods. | 0.25% tax rate | 7 years | \$ 38         | \$ 266       |



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# Sales Tax Comparison

## Current Sales Tax Rates

|                               | Current Rates | Proposed Rate |
|-------------------------------|---------------|---------------|
| Transaction Privilege Tax     | 1.000%        | 1.000%        |
| Transportation Tax            | 0.426%        | 0.426%        |
| Road Repair and Street Safety | 0.330%        | 0.330%        |
| Transit Tax                   | 0.295%        | 0.295%        |
| Proposed Stormwater Tax       |               | 0.250%        |
| Total City Sales Tax          | 2.051%        | 2.301%        |
| Coconino County               | 1.300%        | 1.300%        |
| State                         | 5.600%        | 5.600%        |
|                               | 6.900%        | 6.900%        |
| Total Tax Rate                | 8.951%        | 9.201%        |

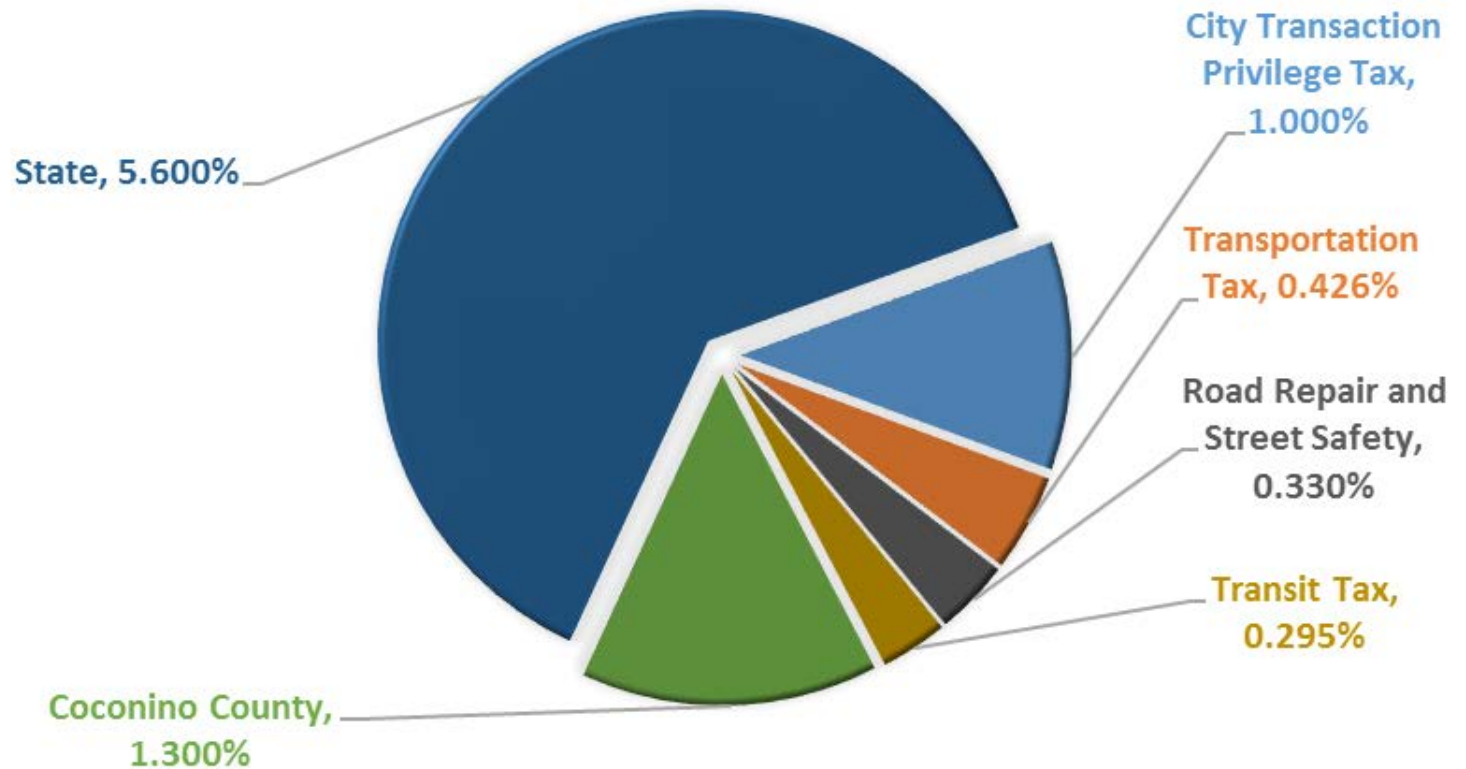
BBB Tax is an additional 2% on Bed, Board and Beverages





# Sales Tax Comparison

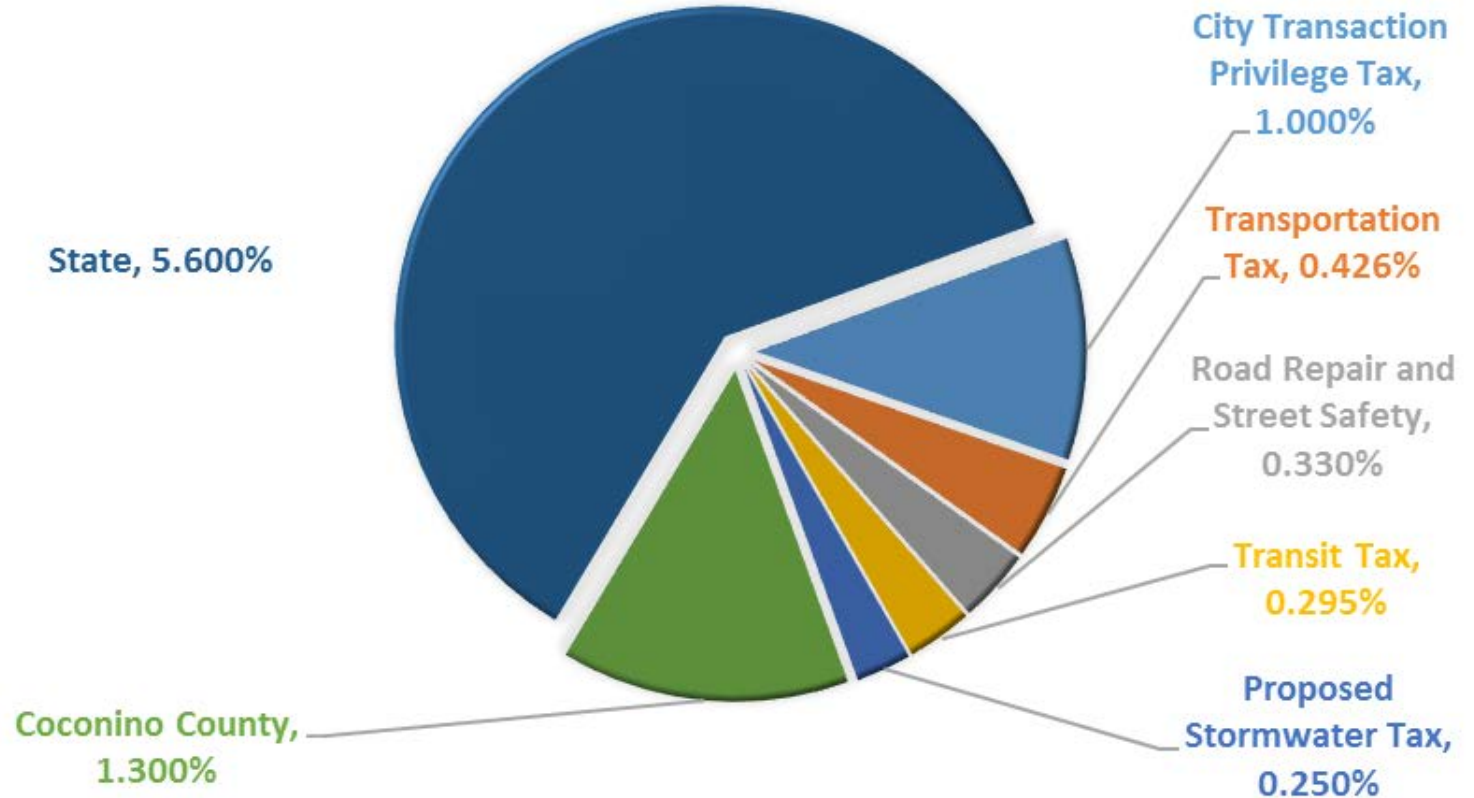
TOTAL TAX BY TYPE BASE RATE





# Sales Tax Comparison

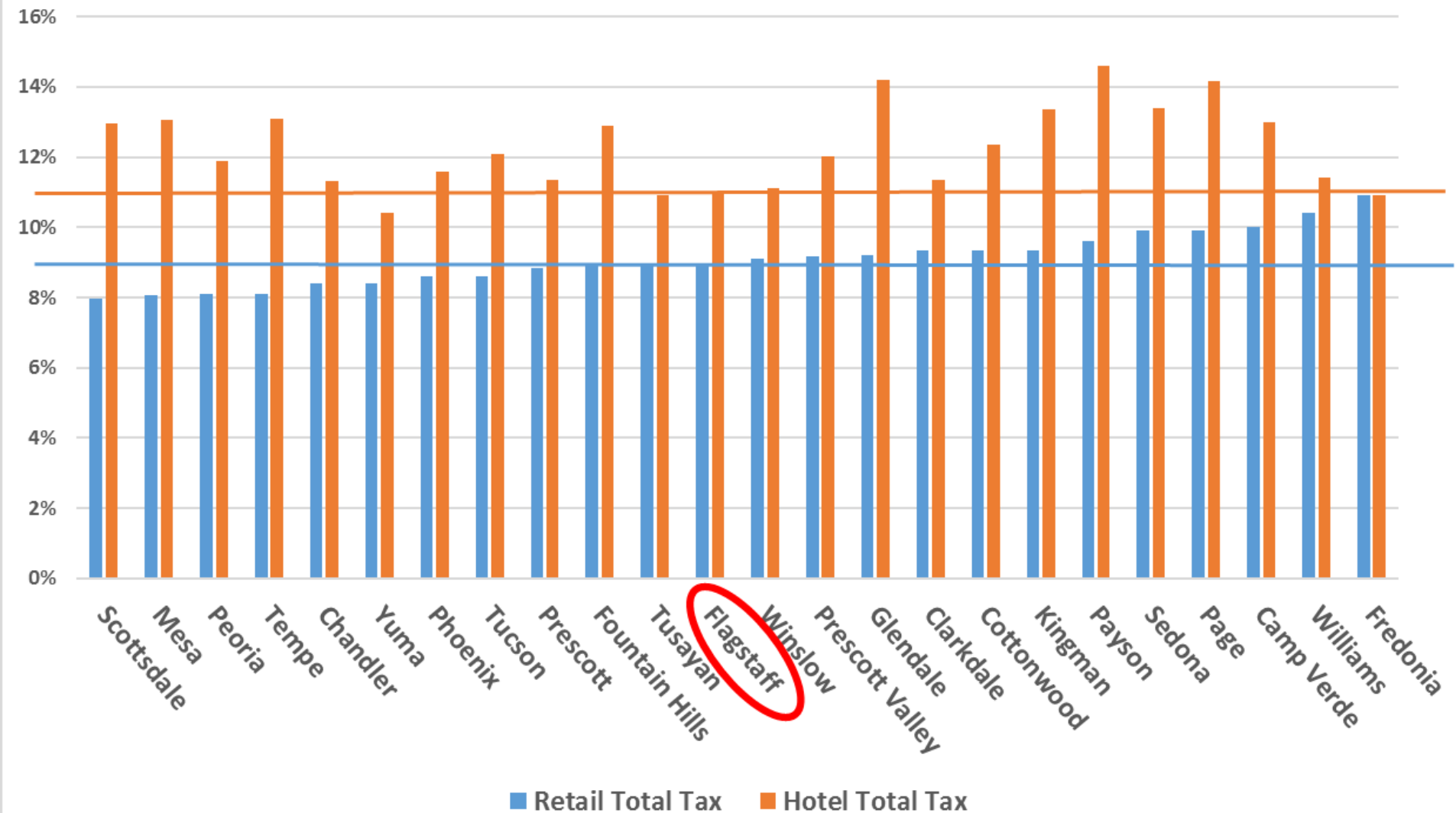
TOTAL TAX BY TYPE BASE RATE INCLUDING  
PROPOSED STORMWATER TAX





# Sales Tax Comparison

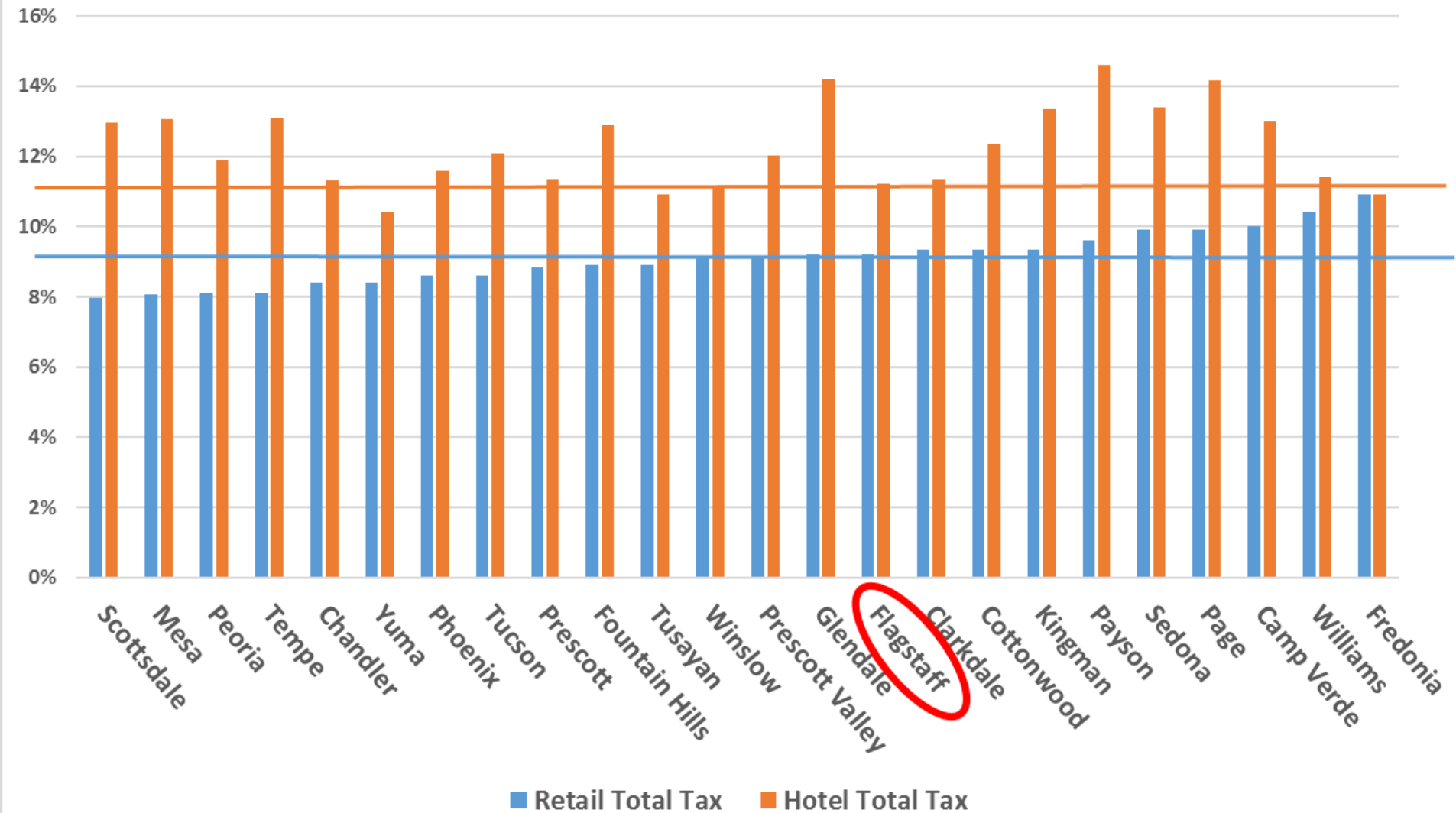
Current Sales Tax Rates for Selected Cities





# Sales Tax Comparison

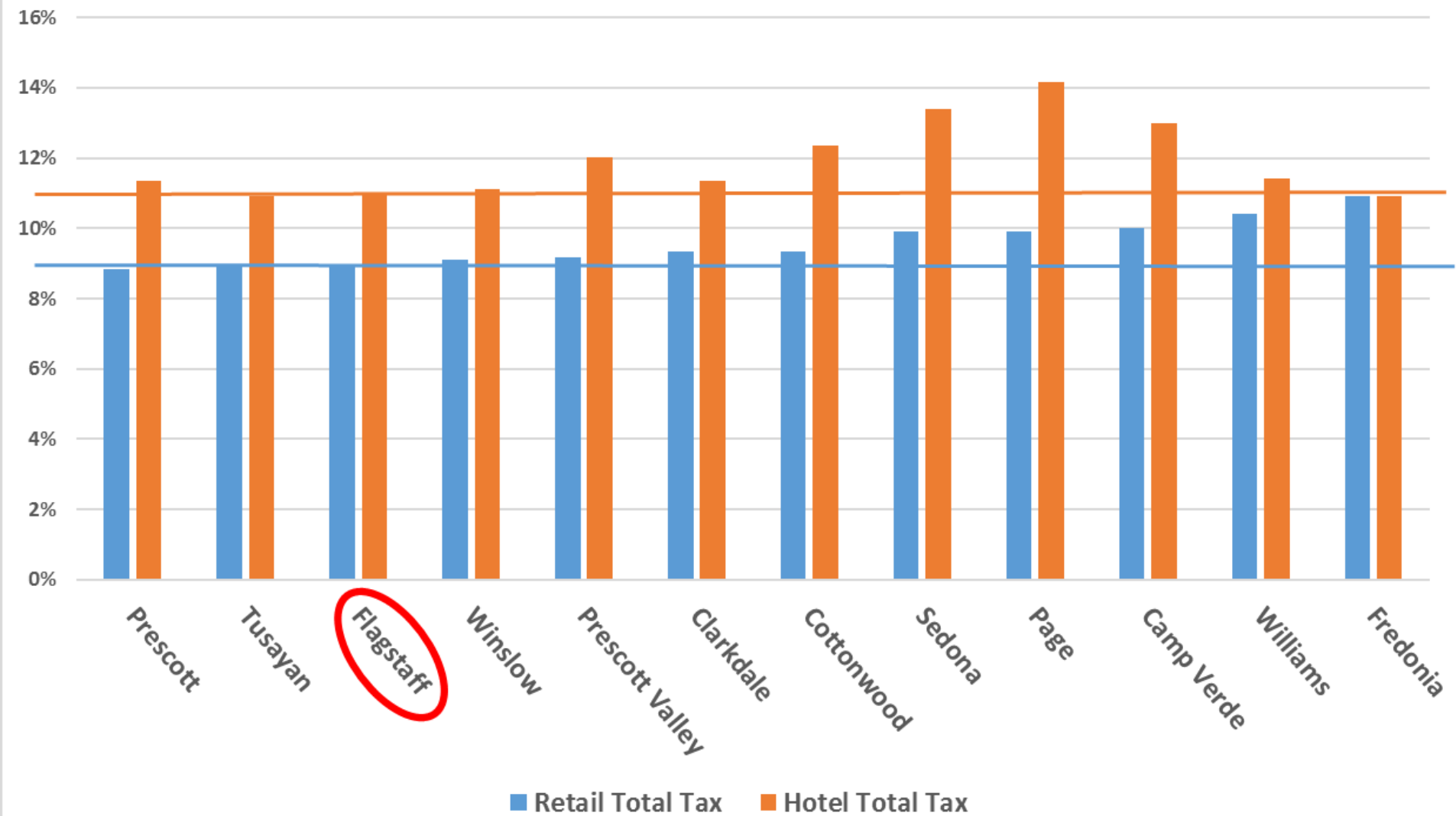
Current Sales Tax Rates for Selected Cities with New Tax





# Sales Tax Comparison

Current Sales Tax Rates for Cities in Northern Arizona







# New Sales Tax

- 0.90% Sales Tax Rate
  - \$18M revenues per year
  - 2 years to fund
- 0.36% Sales Tax Rate
  - \$7.2M revenue per year
  - 5 years to fund
- 0.25% Sales Tax Rate (Recommended)
  - \$5M revenue per year
  - 7 years to fund



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# Council Direction



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**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Caleb Blaschke, Assistant to the City Manager  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE**

**Discussion:** Resolution re-affirming the City of Flagstaff's 2010 support for the Executive Order issued by the Secretary of the Interior that withdrew one million acres of federal public lands surrounding Grand Canyon National Park from new uranium mining claims for 20 years.

**STAFF RECOMMENDED ACTION:**

Council discussion.

**EXECUTIVE SUMMARY:**

In 2010, the Flagstaff Mayor and City Council passed a resolution supporting the Secretary of Interiors proposal to withdraw one million acres of federal lands surrounding the Grand Canyon National Park from uranium mining for 20 years.

In October, 2017 the Trump Administration through the U.S. Forest Service recommend lifting the moratorium on new uranium claims in the Grand Canyon region and allowing uranium mining to occur.

During a meeting with Havasupai Tribal Council on December 4, 2017, the Tribal Council voiced there concerns with the Flagstaff City Council and asked for support through a resolution to oppose the ban being lifted by the Administration.

**INFORMATION:**

The attached draft resolution has been supplied by Councilmember Barotz and the Grand Canyon Trust and has not been reviewed by the City's Legal Department.

Council Goals: Social Justice

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**Attachments:**    2010 Res  
                          2018 Resolution  
                          O'Halleran Letter

## **RESOLUTION NO. 2010-74**

### **A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL SUPPORTING SECRETARY OF INTERIOR SALAZAR'S PROPOSAL TO WITHDRAW APPROXIMATELY ONE MILLION ACRES OF FEDERAL LANDS SURROUNDING GRAND CANYON NATIONAL PARK FROM URANIUM MINING FOR 20 YEARS.**

WHEREAS, Grand Canyon National Park, a World Heritage Site located 85 miles northwest of the city of Flagstaff, Arizona, is an integral part of the northern Arizona landscape; and

WHEREAS, the Grand Canyon is one of the most visually powerful landscapes in the world with its plunging depths; temple-like buttes; and vast, multi-hued, labyrinthine topography; and

WHEREAS, the Grand Canyon contains a record of three of the four eras of geological time, a rich and diverse fossil record, a wide variety of geologic features and rock types, and numerous caves containing extensive and significant geological, paleontological, archeological and biological resources; and

WHEREAS, the tremendous biological diversity of Grand Canyon National Park can be attributed to the presence of five of the seven life zones and three of the four desert types in North America; and

WHEREAS, Grand Canyon National Park attracts over five million visitors per year who contribute significantly to the Flagstaff economy; and

WHEREAS, history is replete with examples of uranium mines on federal public lands in and around Grand National Park, which have left a legacy of health problems for miners and contamination to the environment; and

WHEREAS, the Orphan Mine in Grand Canyon National Park continues to leach radioactive waste into Horn Creek; and

WHEREAS, since 2003, more than 2,000 uranium mining claims have been filed in the Tusayan Ranger district alone, the majority located within ten miles of Grand Canyon National Park; and

WHEREAS, uranium mining on federal public lands surrounding Grand Canyon National Park risks contamination of groundwater, springs, and ultimately the Colorado River; and

WHEREAS, uranium mining on federal public lands surrounding Grand Canyon National Park will industrialize the landscape with roads, power lines, mining and infrastructure; and

WHEREAS, the trucks from uranium mines on the South Rim of Grand Canyon will travel through Flagstaff on their route to the mill in Blanding, Utah because they are not permitted to travel east through Grand Canyon National Park; and

WHEREAS, uranium mining on federal public lands surrounding Grand Canyon National Park will damage wildlife habitat both within and outside of Grand Canyon National Park; and

WHEREAS, on July 20, 2009, Secretary of the Interior Ken Salazar issued a two-year segregation order limiting new mining claims on nearly one million acres of federal public lands surrounding Grand Canyon National Park; and

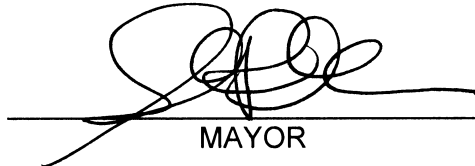
WHEREAS, since issuing the segregation order in 2009, the Department of Interior has been evaluating whether to withdraw the lands from mining for an additional 20 years;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS FOLLOWS:**

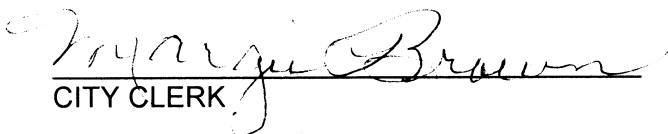
**SECTION 1.** That the Flagstaff City Council oppose further uranium development on lands surrounding Grand Canyon National Park because such mining activity will almost certainly have a detrimental effect on the economic well-being of the City of Flagstaff; and

**SECTION 2.** That the Flagstaff City Council supports Secretary of Interior Salazar's proposal to withdraw the lands subject to his current segregation order for 20 years.

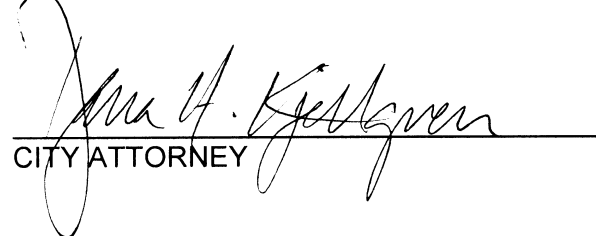
PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 7<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

## **RESOLUTION NO. 2018-XX**

### **A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL REAFFIRMING ITS SUPPORT OF THE SECRETARY OF THE INTERIOR'S 2012 ORDER TO WITHDRAW 1,006,545 ACRES OF FEDERAL LANDS SURROUNDING GRAND CANYON NATIONAL PARK FROM NEW URANIUM MINING FOR 20 YEARS.**

#### **RECITALS:**

**WHEREAS**, on January 9, 2012, the Secretary of the Interior Ken Salazar signed Public Land Order No. 7787, "Withdrawal of Public and National Forest System Lands in the Grand Canyon Watershed; Arizona" (Grand Canyon Mineral Withdrawal), which withdrew 1,006,545 acres of federal public lands surrounding Grand Canyon National Park from new uranium mining claims, which were authorized under the Mining Act of 1872, for a period of 20 years; and

**WHEREAS**, Grand Canyon National Park, a World Heritage Site located 85 miles north of the City of Flagstaff, Arizona, is an integral part of the Northern Arizona landscape and plays an integral role in the tourism economy of the City of Flagstaff; and

**WHEREAS**, Grand Canyon National Park attracts nearly six million visitors per year who contribute significantly to the Flagstaff tourism economy; and

**WHEREAS**, uranium mining threatens the Havasupai Tribe, which relies upon the clean and safe water of surrounding springs and the integrity of the land to sustain the physical, cultural, religious, and economic needs of its people; and

**WHEREAS**, uranium mining on federal public lands surrounding Grand Canyon National Park will industrialize the landscape with roads, power lines, mining, trucking, fugitive dust, and intrusive lighting, noise, and infrastructure on publicly owned lands that have historically provided wildlife habitat, watershed protection, and outstanding opportunities for hunting and outdoor recreation; and

**WHEREAS**, the exploration and mining of uranium is known to cause serious, detrimental and irreversible human health and environmental impacts that directly conflict with the federal government's duty to manage the public lands for the protection and preservation of the places that possess cultural, religious and historic importance to Native people; and

**WHEREAS**, uranium mining in the Grand Canyon region has left a toxic legacy of polluted water, air, and soil at more than 500 highly contaminated mine and mill sites that remain un-reclaimed within the Navajo Nation and these sites increase the risk of disease and death of people living in communities throughout Northern Arizona; and

**WHEREAS**, the Diné Natural Resources Protection Act of 2005 prohibits uranium development on the Navajo Nation "...to ensure that no further damage to the culture, society, and economy occurs because of uranium [mining and processing]"; and

**WHEREAS**, in 2010 the Flagstaff City Council adopted resolution No. 2010-74 in support of the proposed Grand Canyon Mineral Withdrawal; and

**WHEREAS**, an unprecedented alliance of tribal, city, county, and state leaders, business interests, and ranchers, hunters, conservationists, and citizens came together to support Public Land Order No. 7787 that bans new uranium development on public lands that surround the Grand Canyon for 20 years; and

**WHEREAS**, the 2012 Grand Canyon Mineral Withdrawal mandated the U.S. Geological Survey (USGS) to complete studies to determine the effects of breccia pipe uranium mining on the region's environment, and specifically on the aquifers underlying the lands covered by the withdrawal; and

**WHEREAS**, to date, funding by Congress for the USGS studies has been grossly insufficient to complete initial baseline monitoring of groundwater and ecological relationships that are already being affected by the development Canyon Mine, located six miles southeast of the Grand Canyon gateway community of Tusayan and which was previously permitted by the U.S. Forest Service in 1986; closed in 1991 prior to sinking its shaft; and reopened again in 2012, but has yet to begin hauling ore to the White Mesa Mill in Blanding, Utah; and

**WHEREAS**, the Flagstaff City Council believes that allowing Canyon Mine to continue mining before completing prerequisite baseline studies presents an unnecessary and immoral gamble with the safety of the residents of Supai, Tusayan, and other Northern Arizona communities and the 40 million people who rely on Colorado River water; and

**WHEREAS**, the Flagstaff City Council recently held a joint meeting with the Havasupai Tribal Council and shares its concerns about uranium mining in their watershed and sacred homeland, which they have been fighting to defend for too many generations; and

**WHEREAS**, the Flagstaff City Council recently adopted resolution No. 2017-38, which expresses the Council's opposition to uranium mining and the transportation of uranium ore through the City of Flagstaff and Indigenous lands in the region, and reaffirms Flagstaff as a nuclear free zone; and

**WHEREAS**, the Coconino County Board of Supervisors resolution No. 2008-09 opposes "uranium development on lands in the proximity of the Grand Canyon National Park and its watersheds"; and

**WHEREAS**, the Tusayan Town Council resolution No. 2011-03-2302 supports the 2012 Grand Canyon Mineral Withdrawal; and

**WHEREAS**, the Hualapai Tribal Council resolution No. 67-2009 opposes uranium exploration and mining; and

**WHEREAS**, the National Congress of American Indians resolution No. MKE-17-058 opposes the reversal of mineral withdrawals that would adversely impact Havasupai and other tribal lands, waters, resources, or Native people; and

**WHEREAS**, Hopi Tribal Chairman Herman Honanie released a public statement on November 7, 2017, expressing “profound regret” to a report the Trump administration was considering lifting the 20-year ban on uranium mining within the Grand Canyon watershed; and

**WHEREAS**, on December 12, 2017, the U.S. 9th Circuit Court of Appeals rejected the National Mining Association lawsuit to rescind Public Land Order No. 7787 and affirmed the factual foundation and statutory authority of the 2012 Grand Canyon mineral withdrawal; and

**WHEREAS**, in reaction to the 9<sup>th</sup> Circuit’s recent ruling, the National Mining Association said “It is now time for the Congress and the administration, working with the impacted states, to re-evaluate whether the withdrawal was justified based on the scientific, technical and socio-economic facts”; and

**WHEREAS**, the Mohave County Board of Supervisors, Arizona Congressman Paul Gosar, Utah Congressman Rob Bishop, and others continue to oppose the Secretary’s 2012 20-year Grand Canyon mineral withdrawal and have called for its review by the Trump Administration; and

**WHEREAS**, when signing the mineral withdrawal, Secretary Salazar said: “People from all over the country and around the world come to visit the Grand Canyon. Numerous American Indian tribes regard this magnificent icon as a sacred place and millions of people in the Colorado River Basin depend on the river for drinking water, irrigation, industrial and environmental use. We have been entrusted to care for and protect our precious environmental and cultural resources, and we have chosen a responsible path that makes sense for this and future generations.”

#### **ENACTMENTS:**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS FOLLOWS:**

**THAT** the Flagstaff City Council reaffirms its support of Public Land Order No. 7787, which withdrew 1,006,545 acres of federal public lands surrounding Grand Canyon National Park from new uranium mining claims for a period of 20 years, because such mining activity will almost certainly have a detrimental effect on the economic well-being of the City of Flagstaff and the Havasupai Tribe; and



**THAT** it is hereby the official policy of the Flagstaff City Council that the 20-year Grand Canyon mineral withdrawal should remain fully intact until its expiration in 2032, and that the City Council shall use any means at its disposal to oppose any efforts to rescind or weaken the withdrawal before its expiration.

**PASSED AND ADOPTED** by the City Council of the City of Flagstaff this \_\_\_\_day of \_\_\_\_\_, 2018

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**Congress of the United States**  
**Washington, DC 20515**

November 8, 2017

The Honorable Donald J. Trump  
President, United States of America  
The White House  
1600 Pennsylvania Ave. NW  
Washington, D.C. 20500

Dear Mr. President,

As Members representing communities whose public health and economy depend on the Grand Canyon Watershed, we write to urge you to not modify Public Land Order Number 7787; Withdrawal of Public and National Forest System Lands in the Grand Canyon Watershed; Arizona. This order protects the Grand Canyon, the Lower Colorado River Basin, and communities throughout Arizona. For years, this order has preserved our water and lands and ensured that future generations of Americans can enjoy our pristine, natural wonders. As stewards of our public lands, it is our duty to safeguard the environment and the local economies that support our national parks.

Record numbers of people from around the world are visiting the Grand Canyon. Last year, there were nearly 6 million visitors to the Grand Canyon. These tourists spent nearly \$650 million and created 9,779 local jobs, which combines to a cumulative contribution to the local economy of more than \$900 million. These numbers show continued, sustainable growth in the economy of rural Arizona. We cannot jeopardize the health of the park, its employees, visitors, and residents, nor can we risk jobs in our rural communities at a time of critical economic recovery.

The history of uranium mining and production in Arizona's rural communities has had severe health consequences for not only our constituents, but also people across the West. To this day, the federal government has yet to clean up the legacy mines in northern Arizona or address the specialized health care needs of uranium miners, millers and haulers in the Southwest. That's why the Havasupai Tribe, the Hualapai Tribe, the Hopi Tribe, the Colorado River Indian Tribes and the Navajo Nation all support Public Land Order 7787. During the last administration's transparent review, the Department of Interior processed over 300,000 public comments, an overwhelming majority of which expressed support for the full million-acre withdrawal. These voices cannot be ignored. Rather than allowing activities that will have a serious impact on our health, economy and environment, we encourage you to address the legacy mines in the region which continue to jeopardize the health of children and families.


On the Navajo Nation, there are over 500 abandoned uranium mines which the federal government shares responsibility for addressing. These mines have yet to be cleaned up and pose serious health risks. In Sanders, Arizona, uranium contaminated the school's drinking water supply and has only been partially addressed. We encourage you to work with Congress to address the legacy of uranium, rather than open some of our most treasured public lands to this dangerous activity.

Lifting Public Land Order Number 7787 will jeopardize the health of our Arizonans and our visitors, and it has the potential to cause irreparable damage to the Grand Canyon. We urge you to keep this important policy in place for the wellbeing of current and future Arizonans and Americans.

Sincerely,



Tom O'Halleran  
Member of Congress



Raúl M. Grijalva  
Member of Congress



Kyrsten Sinema  
Member of Congress



Ruben Gallego  
Member of Congress

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 01/08/2018  
**Meeting Date:** 01/16/2018



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about review of the Conditional Use Process (CUP) and the possibility of having the Planning and Zoning Commission make a recommendation to Council, with the final decision being made by Council.

**RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember McCarthy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is another member of Council interested in placing it on a future agenda.

**INFORMATION:**

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 01/10/2018  
**Meeting Date:** 01/16/2018



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**TITLE**

**REMOVAL OF Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to remove as a F.A.I.R. item a discussion about legal steps needed to keep Open Space designation on Thorpe Park.

**RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Putzova requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) and at the August 16, 2016, meeting, another member of Council supported that request.

Since that time Councilmember Putzova has requested to remove this item as a F.A.I.R. If anyone that supported this original request wishes to keep it as a F.A.I.R. item, they will need to state so at the meeting; otherwise, it will be removed.

**INFORMATION:**

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**Attachments:**