Tuesday, April 02, 2019

NOTICE OF REGULAR SESSION, WORK SESSION AND EXECUTIVE SESSION OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARD OF DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL DISTRICT

PURSUANT TO A.R.S. § 38-431.02

9:30 a.m. – Farewell reception for Bonny Lynn

10:00 a.m. – Regular Session
Work Session immediately follows

11:30 to 1:30 p.m. – A quorum of the Board may be present at the ECONA Arizona Bioscience Roadmap Luncheon located at the High Country Conference Center, 201 W. Butler Ave. Flagstaff, AZ

2:00 p.m. – Executive Session
Work Session immediately continued

First Floor Board Room
219 E. Cherry Ave., Flagstaff, AZ

The Board may change the order of the agenda at the time of convening the meeting or at any time during the meeting. Members of the Board of Supervisors will attend either in person or by telephone conference call. Work sessions and regular meetings are open to the public. Persons with a disability may request a reasonable accommodation by contacting the Clerk of the Board of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow time to arrange the accommodation.

Notice of Option to Recess in Executive Session

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Supervisors and to the general public that, at this meeting, the Board of Supervisors may vote to recess into Executive Session, which will not be open to the public, with the County’s attorneys for legal advice and discussion on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03 (A) (3).
Call to the Public for items not on the Agenda

After the pledge of allegiance, the Chairman will call on members of the public to speak on any item or area of concern not listed on the agenda. Items presented during the Call to the Public portion of the Agenda cannot be acted on by the Board of Supervisors. Individual Supervisors may ask questions of the public, but are prohibited by the Open Meeting law from discussing or considering the item among themselves until the item is officially placed on the Agenda. Individuals are limited in their presentations.

Consent Agenda

All matters under Consent Agenda are considered by the Board of Supervisors to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item that item will be removed from the consent agenda and will be considered separately.

Speaking During a Public Hearing

After staff and applicant presentations for specific public hearing items, the Chairman will open the public hearing and ask for comments from the public. Those who fill out a speaker's form will be called on first. You do not need to fill out a speaker's form to speak.

As a reminder, if you are carrying a cell phone, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today’s meeting.

Call to Order:

Pledge of Allegiance:

Call to the Public:

Proclamation:

1. Consideration and possible action regarding a proclamation celebrating April 2019 as County Government Month. Public Affairs

2. Consideration and possible action regarding a Proclamation designating April 2, 2019 as National Service Recognition Day, April 7-13, 2019 as National Volunteer Week, and April 11, 2019 As GEMS Volunteer Recognition Day in Coconino County. Board of Supervisors

3. Consideration and possible action regarding a proclamation designating April 25, 2019 as Coconino County Get on Board Day. Board of Supervisors

4. Consideration and possible action to Proclaim April 1, 2019 National Census Day of Action. County Manager
Board of Supervisors Consent Agenda:

5. Consideration and possible action regarding ratification and approval of warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

<table>
<thead>
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<td>Checks – 91906819 – 91906983</td>
<td>$477,434.92</td>
</tr>
</tbody>
</table>

6. Consideration and possible action regarding a Community Grant Application from District 1 in the amount of $500.00, District 2 in the amount of $500.00, District 4 in the amount of $500.00 and District 5 in the amount of $500.00, for a total amount of $2,000.00, to the Lance Davison Memorial High Country Stand Down to support the 7th Annual Stand Down. Board of Supervisors

7. Consideration and possible action regarding the second renewal of the Agreement between IMEG, Inc. and Coconino County for on-call professional electrical engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project. Finance

8. Consideration and possible action regarding the second renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County for on-call professional structural engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project. Finance

9. Consideration and possible action regarding a Modified Funding Agreement for the Juvenile Intensive Probation Supervision (JIPS) Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $7,000.00, for the operation of the Juvenile Intensive Probation Supervision (JIPS) program in the amount $595,831.00 for Fiscal Year 2019. Juvenile Court

10. Consideration and possible action regarding a Modified Funding Agreement for the Juvenile Probation Services Fund - Treatment Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $44,236.00, for the operation of the JTSF program in the amount $592,115.00 for Fiscal Year 2019. Juvenile Court

11. Consideration and possible action regarding a Modified Funding Agreement for the Diversion - Consequence Funds with the Arizona Supreme Court, Administrative Office of the Courts and $13,942.00 decrease for the operation of the Diversion – Consequence program in the amount $105,027 for Fiscal Year 2019. Juvenile Court
12. Consideration and possible action regarding a NSLP Equipment Grant Award from the Arizona Department of Education for upgraded kitchen appliances in the Juvenile Detention Facility in the amount of $24,163.98 for FY19. **Juvenile Court**

13. Consideration and possible action regarding a Modified Funding Agreement for the Diversion Intake Funds with the Arizona Supreme Court, Administrative Office of the Courts; and approve a budget adjustment for an increase of $36,415.00 for the operation of the Diversion Intake program in the amount $586,388.00 for Fiscal Year 2019. **Juvenile Court**

14. Consideration and possible action regarding a Modified Funding Agreement for the Court Appointed Special Advocate (CASA) and budget adjustment of an increase of $18,286.00 for the operation of the CASA program in the total amount of $197,643.00 for Fiscal Year 2019. **Juvenile Court**

15. Consideration and possible action regarding a Modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts for the operation of the Standard Probation program in the amount $134,674 for Fiscal Year 2019. **Juvenile Court**

16. Consideration and possible action regarding a budget adjustment in the amount of $345,970 from the Mechanical Services Fund to offset unplanned and increased expenses. **Public Works**

17. Consideration and possible action regarding approval of the First Amendment of the Agreement with C and E Paving & Grading LLC for the “CMAR Pavement Preservation (Chip Seal Project) through 2023”, for the construction phase of the project for FY2019 with the Guaranteed Maximum Price of $2,066,653.08. **Public Works**

**Action Items:**

18. Consideration and possible action on Resolution 2019-08, supporting for the permanent withdrawl of the Grand Canyon and surrounding watershed acreage from mining and other forms of withdrawl and appropriation of public lands. **Public Affairs**

**Public Hearing:**

19. Public Hearing and recommendation to the Arizona Department of Liquor Licenses regarding an application for a New Application of a Series 011 Hotel/Motel Liquor License to Ryan Anderson, for Under Canvas Grand Canyon, located at 979 Airpark Lane, Valle, AZ. **Board of Supervisors**
Work Session:

20. Presentation and Discussion regarding the Snow Event Declaration. Emergency Management

11:30 to 1:30 p.m. – A quorum of the Board may attend the ECONA Arizona Bioscience Roadmap Luncheon located at the High Country Conference Center, 201 W. Butler Ave., Flagstaff, AZ.

Executive Session – 2:00 p.m.:

21. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult 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 and to instruct its attorneys regarding the Board's position on contracts that are subject of negotiations. Facilities

22. Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Transwestern Pipeline Co., LLC et al. v. Coconino County (TX2016-000931). Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item. County Attorney

The Board will resolve as the Flood Control District Board of Directors.

23. Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Coconino County Flood Control District v. Town of Tusayan, CV2018-00616. Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item. Flood Control

The Board will resolve as the Board of Supervisors.

Work Session:

24. Presentation and discussion regarding the Zoning Ordinance Update. Community Development

25. Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

• Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
• District 4- Supervisor Jim Parks
• District 2- Supervisor Elizabeth Archuleta
• District 3- Supervisor Matt Ryan
• District 5- Supervisor Lena Fowler
• District 1- Supervisor Art Babbott

• County Manager's Report
• Board Planning Calendar
• Events Calendar

• Chair’s Report

• Update, discussion, and possible direction to staff regarding County Communications

• Update, discussion, and possible direction to staff regarding Local, State and Federal Issues

• Update, discussion, and possible direction to staff regarding NACo WIR & Annual Conferences

Adjourn:

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this Date: __________________________ at ________ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board. Dated this _____ day of __________________, 2019.

____________________________________
Lindsay Daley, Clerk of the Board
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Director of Public Affairs

SUBJECT: Consideration and possible action regarding a proclamation celebrating April 2019 as County Government Month.

RECOMMENDED MOTION or MOTION REQUESTED:

Adopt the proclamation celebrating April 2019 as County Government Month.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Eric Peterson, Public Affairs Director

REASON FOR THIS PROCLAMATION:

April 2019 is County Government Month and consistent with past practice and the ability to highlight the county workforce and services provided, the Board is requested to adopt a proclamation officially celebrating County Government Month.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Eric Peterson, Public Affairs Director
Proclamation

Celebrating April 2019 as County Government Month

Whereas, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

Whereas, there are fifteen counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

Whereas, counties provide benefits to shape how communities grow and are vital to boosting Arizona’s economic competitiveness by constructing infrastructure, maintaining roads and bridges, resurfacing projects, providing land use and economic development policies, maintaining public safety, providing healthcare, administering justice, keeping communities safe, maintaining a strong national defense, maintaining trained emergency responders, running elections, maintaining water and sewer improvements, and other public works activities; and

Whereas, Coconino County takes pride in our responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and

Whereas, through the National Association of Counties “Connecting the Unconnected” initiative, Coconino County is focusing on the critical role that counties play connecting people in our society through our responsibility to preserve public health, ensure public safety, and promote local economies and resiliency; and

Whereas, Arizona counties reflect a wide diversity of people, culture and landscapes of our State; and

Whereas, in recognition of the leadership, innovation, and valuable service provided by the State’s counties; now

Therefore, we do hereby proclaim April of 2019 as County Government Month to recognize the impact and contributions of Coconino County and the dedicated public servants that strive each day to enhance the communities within the County.

Signed and sealed this second day of April 2019

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott, Chair
District 1 Supervisor

Jim Parks
District 4 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Lena Fowler, Vice Chair
District 5 Supervisor

Matt Ryan
District 3 Supervisor
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding a Proclamation designating April 2, 2019 as National Service Recognition Day, April 7-13, 2019 as National Volunteer Week, and April 11, 2019 As GEMS Volunteer Recognition Day in Coconino County.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve the Proclamation designating April 2, 2019 as National Service Recognition Day, April 7-13, 2019 as National Volunteer Week, and April 11, 2019 As GEMS Volunteer Recognition Day in Coconino County.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Carole Mandino, Director, Civic Service Institute at NAU.

REASON FOR THIS PROCLAMATION:

To recognize the volunteers in our community and encourage community service.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Carole Mandino

ATTACHMENTS:

1- Staff Report
2- Proclamation
Proclamation

Coconino County

Designating April 2, 2019 as National Service Recognition Day, April 7-13, 2019 as National Volunteer Week, and April 11, 2019 As GEMS Volunteer Recognition Day in Coconino County

Whereas, GEMS Volunteer Recognition celebrates the spirit of compassion, service and generosity that drives us to care for one another; and

Whereas, the citizens of Coconino County can inspire, mobilize, and share their passion with others to take action that changes the community and the world; and

Whereas, even the smallest acts of kindness can make a large difference; and

Whereas, volunteers can connect with local community service opportunities through hundreds of community service organizations like the Civic Service Institute at Northern Arizona University; and

Whereas, individuals and communities are at the center of social change, discovering their power to make a difference; and

Whereas, during this week all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

Whereas, the giving of oneself in service to another, empowers the giver and the recipient; and

Whereas, experience teaches us that government by itself cannot solve all of our nation’s social problems; and

Whereas, Coconino County’s volunteer force of thousands are truly GEMS in our community; and

Whereas, volunteers are vital to our future as a caring and productive community; and

Now therefore, we do hereby proclaim April 2, 2019 as National Service Recognition Day, April 7-13, 2019 as National Volunteer Week, and April 11, 2019 As GEMS Volunteer Recognition Day in Coconino County and urge all citizens to volunteer in our wonderful community. By volunteering and recognizing those who serve, we come together to make a difference.

Art Babbott, Chair
District 1 Supervisor

Jim Parks
District 4 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Lena Fowler, Vice Chair
District 5 Supervisor

Matt Ryan
District 3 Supervisor
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding a proclamation designating April 25, 2019 as Coconino County Get on Board Day.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve the proclamation designating April 25, 2019 as Coconino County Get On Board Day.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Erika Mazza, CEO & General Manager of NAIPTA

REASON FOR THIS PROCLAMATION:

April 25, 2019 marks National Get On Board Day, which builds support for public transportation.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Erika Mazza

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
Coconino County
Proclamation

Designating April 25, 2019 as Get On Board Day in Coconino County

Whereas, April 25, 2019, marks National Get On Board Day, a day to showcase the benefits and build support for public transportation, as public transit offers economic opportunity and powers community growth by driving economic development and revitalizing neighborhoods; and

Whereas, every $1 invested in public transportation generates approximately $4 in economic returns; and

Whereas, public transportation is a $71 billion industry that directly employs 420,000 people and supports millions of private sector jobs; and

Whereas, 87 percent of public transit trips directly impact the economy by connecting people to jobs and retail and entertainment venues; and

Whereas, public transportation helps people save money, helps the environment, and improves America’s quality of life; and

Whereas, communities grow and prosper where public transportation goes; and

Now therefore, we do hereby proclaim April 25, 2019 as National Get On Board Day in Coconino County, and pledge that Coconino County will join with Mountain Line and public transportation agencies across the country to participate in National Get On Board Day to showcase the benefit of and build support for public transportation on April 25, 2019.

Signed and sealed on this 2nd day of April 2019

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott, Chair
District 1 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Jim Parks
District 4 Supervisor

Lena Fowler, Vice Chair
District 5 Supervisor

Matt Ryan
District 3 Supervisor
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Kim Musselman, Director of Special Initiatives

SUBJECT: Consideration and possible action to Proclaim April 1, 2019 National Census Day of Action.

RECOMMENDED MOTION or MOTION REQUESTED:

Move to Proclaim April 1, 2019 National Census Day of Action.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Kim Musselman

REASON FOR THIS PROCLAMATION:

April 1, 2019 marks 365 days from National Census Day. Coconino County and the City of Flagstaff have invested financial and staffing resources to educate people about the importance of the Census and have an actively engaged Community Census Team working diligently to ensure a complete and accurate count for all of Coconino County in Census 2020.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Kim Musselman or a Board Member

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
CITY OF FLAGSTAFF AND COCONINO COUNTY
PROCLAMATION
APRIL 1, 2019
NATIONAL CENSUS DAY OF ACTION

WHEREAS, April 1, 2019 marks 365 days from National Census Day; and

WHEREAS, more than $800 billion dollars per year in federal and state funding are allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment and much more; and

WHEREAS, census data determines how people are represented in the U.S. House of Representatives in each state as well as the representation of state legislators, county and city officials, and voting districts; and

WHEREAS, Coconino County and the City of Flagstaff have invested financial and staffing resources to educate people about the importance of the Census; and

WHEREAS, Coconino County and the City of Flagstaff have an actively engaged Community Census Team working diligently to ensure a complete and accurate count for all of Coconino County in Census 2020;

NOW, TOGETHER AS MAYOR OF THE CITY OF FLAGSTAFF, ARIZONA, AND CHAIR OF THE COCONINO COUNTY BOARD OF SUPERVISORS, WE HEREBY recognize April 1, 2019 as

NATIONAL CENSUS DAY OF ACTION
IN FLAGSTAFF, ARIZONA & COCONINO COUNTY.

Dated this 1st day of April 2019

__________________________________
MAYOR

Seal & Ribbon

__________________________________
CHAIR of the BOARD of SUPERVISORS

ATTEST:

__________________________________
City of Flagstaff Clerk

__________________________________
Coconino County Clerk
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding ratification and approval of warrants, electronic fund transfers, and other payments as listed on the agenda. An itemized list of the below-numbered claims is filed in the official records of the Coconino County Board of Supervisors.

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RECOMMENDED MOTION:

Approve all warrants, electronic fund transfers and other payments as listed on the agenda.

BACKGROUND:

The Board has authority from Arizona Revised Statutes 11-251 to “examine, settle, and allow all accounts legally chargeable against the County, order warrants to be drawn on the county treasurer for that purpose and provide for issuing warrants.”

The agenda includes a statement that an itemized list of claims for payment is filed in the official record of the Coconino County Board of Supervisors. Due to a change in software, not all warrants, electronic fund transfers, and payments are listed on the agenda nor included in the packet and official records.

Additionally, the attachment to this staff report will be included in the meeting minutes in order to comply with ARS 11-217.D as best as possible; “The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.” Due to a change in the software, only a limited number of demands and warrants in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period are included in the minutes and official record.
ALTERNATIVES:

The Board could decide not to ratify and/or approve payments or could decide to ratify and/or approve a portion of the payments.

FISCAL IMPACT:

County budget funds for specific payments will be reduced by the amounts listed.

ATTACHMENTS:

1 - Staff Report
2 - WARRANT LISTING - MARCH 21, 2019
Warrant listing for 3/21/2019 as required by ARS-11-217.D

The minutes shall include all demands and warrants approved by the board in excess of one thousand dollars and multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period.

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DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding a Community Grant Application from District 1 in the amount of $500.00, District 2 in the amount of $500.00, District 4 in the amount of $500.00 and District 5 in the amount of $500.00, for a total amount of $2,000.00, to the Lance Davison Memorial High-Country Stand Down to support the 7th Annual Stand Down.

RECOMMENDED MOTION:

Approve a Community Grant Application from District 1 in the amount of $500.00, District 2 in the amount of $500.00, District 4 in the amount of $500.00 and District 5 in the amount of $500.00, for a total amount of $2,000.00, to the Lance Davison Memorial High-Country Stand Down to support the 7th Annual Stand Down.

BACKGROUND:

In conjunction with the Arizona Veterans Stand Down Alliance, the Lance Davison Memorial High Country Stand Down is an annual event to outreach to homeless and needy Veterans in Coconino County and northern Arizona. The event provides connection to essential services and community resources.

ALTERNATIVES:

Not approve grant application funding.

FISCAL IMPACT:

Deduct Community Initiatives funding from District 1 $500., District 2 $500., District 4 $500., and District 5 $500.

ATTACHMENTS:

1 - Staff Report
2 – CI Application
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

VFW 1709 – Lance Davison Memorial High Country Stand Down

Name of Organization
Veterans of Foreign Wars Post 1709

Type of Organization (Government, Private, Non-Profit, etc…)

Federal Employer Identification Number
86-0089562

by Organization
Art & Outreach

Date(s) of Event/Program
Friday – May 17th, 2019

Total Amount Requested
$ 2,500.00

Organization Address
204 W. Birch Avenue Flagstaff, Arizona 86001

Contact Name
Billy Weldon, Finance Officer
baseballbillpaul@gmail.com

Daytime Phone
N/A

Evening Phone
N/A

Cell Phone
928-773-0084

Fax
928-301-8608

Please indicate the amount requested from each District:

Dist. 1: $ 500  Dist. 2: $ 500  Dist. 3: $ 500  Dist. 4: $ 500  Dist. 5: $ 500

Art Babcock  Liz Archuleta  Matt Ryan  Jim Parks  Lena Fowler

If funded, Check payable to:

Name of Organization
Veterans of Foreign Wars Post 1709

Mailing Address
409 W. Santa Fe Avenue

City, State, Zip
Flagstaff, Arizona 86001

Print Contact Name and Title
Billy Weldon, District II Quartermaster

Signature

Date
November 15th, 2018

BOARD
APPROVAL

Signed:_________
1. Describe specific service(s) provided using these funds:

**General Expenses in support of the 7th Annual Lance Davison Memorial - High Country Stand Down**

See Attached: HCSD 2019 - Budget

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):

**Veterans Outreach and assistance for homeless, at risk and needy Veterans in northern Arizona and Coconino County**

3. Population served using these funds (include any eligibility criteria).

**Entire Coconino County to include Navajo Nation and Hopi Tribe**

**Recognized Veterans (DD-214)**

4. How will the success of the program be evaluated?

**Database established upon HCSD registration**

5. List other funding sources for this program:

**Arizona Veterans Standdown Alliance**

http://arizonastanddown.org/

6. Has Coconino County funded this organization before? Yes,X No_

If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.

**In support of the 1st, 2nd, 3rd, 4th-5th & 6th Annual High Country Stand Down**

If yes, what difference did funding assistance have in the community?

**Community initiative to introduce essential services for Veterans in northern Arizona**

7. Total Project cost: $9,500.00
8. Total Amount Requested: $2,500.00

9. County Funding Assistance Budget: (Attach separate sheet, if necessary)

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<thead>
<tr>
<th>Supplies and Equipment</th>
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<tr>
<td>Travel Expenses</td>
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<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$ SEE ATTACHMENT</td>
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<tr>
<td>Other, please specify:</td>
<td>$</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

10. Note any other information that will assist in the decision making process.

The 7th Annual Lance Davison Memorial - High Country Stand Down is a community initiative by Coconino County Supervisor Jim Parks District 4

---

By accepting a grant award from the Coconino County Board of Supervisors, Grantee acknowledges and agrees that:

1. Grantee will file a year-end report with the Clerk of the Board of Supervisors to confirm that the funds were spent for the purpose given. This report is due June 30th following the award, or within thirty (30) days of completing the event or activity funded by the grant.

2. Any funds not expended for the purpose(s) given shall be returned to the County by June 30th, or within thirty (30) days of event or activity funded by the grant unless written request is made for an extension of time to complete use of the funds.

3. This award is for funding only. No liability for any of Grantee’s activities is assumed by Coconino County. Grantee will indemnify, defend, and hold harmless Coconino County in the event of a claim or lawsuit arising out of Grantee’s activities. Grantee will assume all risks of the activity and will be solely responsible for any accidents or injuries to persons or property.

4. In some cases, depending on the nature of the activity being funded, the County may require a service contract and liability insurance from the Grantee to protect the County against losses.

Authorized signor for Grantee: ________________________________________________

(signature)

Billy Weldon, District II Quartermaster

(printed name)

Clerk to complete following Board approval:

Total amount of grant: $2,500.00 _____________________________________________

Date of award: __________________________

Page 3 of 3
**W-9**

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   - Veterans of Foreign Wars Post 1709

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=partnership)

   Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applicable to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
   - 409 W. Santa Fe Avenue

6. City, state, and ZIP code
   - Flagstaff, Arizona 86001

7. List account number(s) here (optional)

---

### Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Social security number**

[Blank]

**Or**

Employer identification number

8 6 0 8 9 5 6 2

---

### Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

---

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

**Purpose of Form.**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

---

**Signature of U.S. person**

[Signature]

**Date**

[4/2/2019]

---

**Cat. No. 10231X**

---

6. | 04/02/2019 | Board Of Supervisors | FY19 High Country Stand Down

4/2/2019 Page 5 of 5
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the second renewal of the Agreement between IMEG, Inc. and Coconino County for on-call professional electrical engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project.

RECOMMENDED MOTION:

Approve the second renewal of the Agreement between IMEG, Inc. and Coconino County for on-call professional electrical engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project.

BACKGROUND:

The County issued RFQ 2016-102 for On Call Engineering Services. The County desired several firms under contract to be selected for projects within their area of expertise. The Independent Contractors have been selected based upon their Statements of Qualifications (SOQs), which adheres to Purchasing Policy.

The Independent Contractor shall provide professional electrical engineering services to the County during the term of this Agreement, when and as requested by the County for specific projects. A scope of work and fees will be provided by the firm before the award of a project.

On June 21, 2016 the Board approved the original Agreement and the first renewal in June 2017. The purpose of this submittal is to consider approval of the second renewal of the Agreement to provide structural engineering services for a one-year period beginning June 1, 2018 through May 31, 2019.

ALTERNATIVES:

Coconino County desires several firms under contract to be selected for projects within their area of expertise. The Independent Contractors have been selected based upon their Statements of Qualifications (SOQs), which adheres to Purchasing Policy.
The Independent Contractor shall provide professional structural engineering services to the County during the term of this Agreement, when and as requested by the County for specific projects. A scope of work and fees will be provided by the firm before the award of a project.

On June 21, 2016 the Board approved the original Agreement and the first renewal in June 2017. The purpose of this submittal is to consider approval of the second renewal of the Agreement to provide services for a one-year period beginning June 1, 2018.

FISCAL IMPACT:

The cost will vary depending upon the projects performed during the next twelve months and will be charged to the Department requiring the services

ATTACHMENTS:

1 - Staff Report
2 - CONTRACT RENEWAL
3 - IMEG COI
4 - IMEG RATES
This SECOND AMENDMENT (hereinafter this “Amendment”) is made this ___ day of ________________, 2019,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry
Avenue, Flagstaff, Arizona 86001, (hereinafter the “County”),

AND

IMEG CORPORATION a Delaware Corporation, located at 60 Rio Salado Parkway, Suite 1010,
Tempe, AZ 85281 (hereinafter the “Independent Contractor”),

WHEREAS:

A. The County and Taylor Rymar entered into an agreement commencing on the 1 day of
June, 2016, for the Independent Contractor to provide on call engineering services
(hereinafter the “Agreement”); and

B. Taylor Rymar was purchased by and made a wholly-owned subsidiary of IMEG
corporation; and,

C. IMEG Corporation wishes to continue and renew the Agreement made between Taylor
Rymar and the County; and,

D. The Agreement provided for a 1 year term with 4 additional 1 year renewals; and

E. The parties wish to renew the Agreement for a 2nd year period and amend the
original agreement

THEREFORE, in consideration of their mutual promises in the Agreement, the County and the
Independent Contractor agree as follows:

1. The Agreement is renewed for the period from 1 day of June, 2018, through the 31st
day of May, 2019.

2. The compensation is modified as follows and attached as Exhibit A.

3. Prior to providing services, the Independent Contractor will provide the County with a
Certificate of Liability Insurance evidencing insurance coverage in the amounts specified
in the original agreement for the effective term of this renewal.

4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment
will remain in full force and effect.
5. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

IMEG CORPORATION

By __________________________
Joel DeHaven
Principal

COCONINO COUNTY

By __________________________
Elizabeth C. Archuleta
Chairwoman, Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ____ day of ________, 201__.

ATTEST:

____________________________
Clerk of the Board

Approved as to form:

____________________________
Deputy County Attorney
# CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000  

**INSURED:**imeg, Corp.  
622 26TH AVENUE  
ROCK ISLAND IL 61201  

**COVERAGES**  

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<tr>
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<td>LM Insurance Corporation</td>
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<td>Continental Casualty Company</td>
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**REVOCATION**  

**CERTIFICATE NUMBER:** 15804582  

**REVISION NUMBER:** XXXXXXX  

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  

### A. COMMERCIAL GENERAL LIABILITY  

**TYPE OF INSURANCE:** COMMERCIAL GENERAL LIABILITY  

**POLICY NUMBER:** TBZ979469988029  

**POLICY EFF:** 1/1/2019  

**POLICY EXP:** 1/1/2020  

**LIMITS:**  
- EACH OCCURRENCE: $1,000,000  
- DAMAGE TO RENTED PREMISES (Ex: occurrence): $1,000,000  
- MED EXP (Any one person): $10,000  
- PERSONAL & ADV INJURY: $1,000,000  
- GENERAL AGGREGATE: $2,000,000  
- PRODUCTS - COM/PROP AGG: $2,000,000  

### B. UMBRELLA LIABILITY  

** TYPE OF INSURANCE:** UMBRELLA LIABILITY  

**POLICY NUMBER:** ZUP71N0717619  

**POLICY EFF:** 1/1/2019  

**POLICY EXP:** 1/1/2020  

**LIMITS:**  
- EACH OCCURRENCE: $10,000,000  
- AGGREGATE: $10,000,000  
- XXXXXXXX  

### C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY  

**POLICY NUMBER:** WCZ979469988039  

**POLICY EFF:** 1/1/2019  

**POLICY EXP:** 1/1/2020  

**LIMITS:**  
- E.L. EACH ACCIDENT: $1,000,000  
- E.L. DISEASE - EA EMPLOYEE: $1,000,000  
- E.L. DISEASE - POLICY LIMIT: $1,000,000  

### D. PROFESSIONAL LIABILITY  

**POLICY NUMBER:** AEH591925819  

**POLICY EFF:** 1/18/2019  

**POLICY EXP:** 1/18/2020  

**LIMITS:**  
- EACH CLAIM $10,000,000  
- AGGREGATE $10,000,000  

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  

### CERTIFICATE HOLDER  

**CERTIFICATE HOLDER:** 15804582  
COCONINO COUNTY  
SCOTT RICHARDSON  
219 E. CHERRY STREET  
FLAGSTAFF, AZ 86001  

**SIGNATURE:**  

**AUTHORIZED REPRESENTATIVE:**  

**DATE:** 1/1/2020  

**EXPIRATION DATE:** 12/28/2018  

**NOTICE:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
COCONINO COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY AND EXCESS LIABILITY AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY IMEG CORP WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured – OWNERS, LESSEES or CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) as required in a written contract or written agreement, entered into prior to the date of an &quot;occurrence&quot; or loss, to add as an additional insured on this policy but only to the extent allowed by law.</td>
<td></td>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004
POLICY NUMBER: AS2Z91469988019

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON AND/OR ORGANIZATION TO WHOM YOU HAVE AGREED, ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, PRIOR TO THE DATE OF THE ACCIDENT TO ADD AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10 13
POLICY NUMBER: AS2Z91469988019

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
CA 04 44 10 13 © Insurance Services Office, Inc. Page 1 of 1
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) where required by written contract or agreement entered into prior to an "occurrence" or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) as required in a written contract or written agreement, entered into prior to the date of an &quot;occurrence&quot; or loss, to add as an additional insured on this policy but only to the extent allowed by law.</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
### 2019 STANDARD HOURLY RATES - SMEPT/MEQ/Cx
(rates adjusted annually)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<td>Sr. Commissioning Authority/Engineer</td>
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<td>Project Commissioning Authority/Engineer</td>
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<td>Commissioning Authority/Engineer</td>
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<td>Senior Virtual Design Coordinator</td>
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<td>Virtual Design Coordinator</td>
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<tr>
<td>Virtual Design Technician</td>
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<tr>
<td>Administrative Assistant</td>
<td>$75</td>
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</tbody>
</table>

*These rates are for U.S.-based staff. Staff based in one of IMEG’s international offices may have different billing rates. These rates can be provided upon request.*
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Consideration and possible action regarding the second renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County for on-call professional structural engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project.

RECOMMENDED MOTION:

Approve the second renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County for on-call professional structural engineering services from June 1, 2018 to May 31, 2019, up to $250,000 per project.

BACKGROUND:

The County issued RFQ 2016-102 for On Call Engineering Services. The County desired several firms under contract to be selected for projects within their area of expertise. The Independent Contractors have been selected based upon their Statements of Qualifications (SOQs), which adheres to Purchasing Policy.

The Independent Contractor shall provide professional structural engineering services to the County during the term of this Agreement, when and as requested by the County for specific projects. A scope of work and fees will be provided by the firm before the award of a project.

On June 21, 2016 the Board approved the original Agreement and the first renewal in June 2017. The purpose of this submittal is to consider approval of the second renewal of the Agreement to provide structural engineering services for a one-year period beginning June 1, 2018 through May 31, 2019.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:

• Approve this submittal.
• Disapprove this submittal and request an alternative solution.
FISCAL IMPACT:

The cost will vary depending upon the projects performed during the next twelve months and will be charged to the Department requiring the services

ATTACHMENTS:

1 - Staff Report
2 - CONTRACT RENEWAL
3 - CERTIFICATE OF INSURANCE
3 - HUBBARD MERRELL COI
4 - HUBBARD MERRELL RATES
This SECOND AMENDMENT (hereinafter this “Amendment”) is made this ___ day of ________________, 2019,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “County”),

AND

HUBBARD MERRELL ENGINEERING INC., an Arizona corporation, located at 1623 North First Street, STE 201, Flagstaff, Arizona 86004 (hereinafter the "Independent Contractor"),

WHEREAS:

A. The County and Hubbard Merrell entered into an agreement commencing on the 1 day of June, 2016, for the Independent Contractor to provide on call structural engineering services (hereinafter the “Agreement”); and

B. The Agreement provided for a 1 year term with _____ additional ____ year renewals; and

C. The parties wish to renew the Agreement for a _____ year period and amend the original agreement

THEREFORE, in consideration of their mutual promises in the Agreement, the County and the Independent Contractor agree as follows:

1. The Agreement is renewed for the period from ___ day of June __, 2018, through the ___ day of __May 31__, 2019.

2. The compensation is modified as follows and attached as Exhibit A.

3. Prior to providing services, the Independent Contractor will provide the County with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified in the original agreement for the effective term of this renewal.

4. Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

5. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

HUBBARD MERRELL INC

By ______________________________
    Robert Hubbard
    Principal

COCONINO COUNTY

By ______________________________
    Art Babbott
    Chairman, Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ___ day of ________, 201__.

ATTEST:

_______________________________
Clerk of the Board

Approved as to form:

_______________________________
Deputy County Attorney
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT
PRODUCER: Professional Underwriters of Arizona, Inc.
P.O. Box 5419
Scottsdale, AZ 85261-5419
Prof. Underwriters of Arizona

CERTIFICATE NUMBER:

COVERAGES

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<th>POLICY EXP (MM/DD/YYYY)</th>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: On-Call Engineering Services for County Departments
Coconino County, its agents, officials, employees and volunteers are additional insured as indicated. Coverages afforded are primary and non-contributory basis (excluding Work Comp. and E&O). Waiver of subrogation included. Attached: PPB304 02 12, PPA300 03 13, WC000313

CERTIFICATE HOLDER

Coconino County
219 E Cherry Ave.
Flagstaff, AZ 86001

CANCELLATION

COCON04

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in SECTION II – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and noncontributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to $400 for “loss” to wearing apparel and other personal effects which are:

(1) Owned by an “insured”; and

(2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

(1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

   (a) $60,000

   (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or

   (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

   (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.

   (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

   (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

   (5) This Coverage Extension will not apply to:

      (a) Any “auto” that is hired, rented or borrowed with a driver; or

      (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

   (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;

   (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

   We will pay up to a maximum limit of $1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

f. Hired Car – Worldwide Coverage

(1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 combined single limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of $1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".

(2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to SECTION V – DEFINITIONS, Definition C.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

1. Paragraph H.3. is replaced by the following:

   3. Any easement or license agreement.

2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:
a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered “auto” at the time of the “loss” or is removable from the housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “autos” electrical system, in or upon the covered “autos”; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

a. In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss” including:

(1) How, when and where the “accident” or “loss” occurred;

(2) The “insured’s” name and address; and

(3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the “accident” or “loss” applies only when the “accident” or “loss” is known to:

(1) You, if you are an individual;

(2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

2. We will pay up to $750 for towing and labor costs incurred each time a covered “auto” is disabled due to a covered cause of loss. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is a private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective 06-16-2016</th>
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<th>Policy No.</th>
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<td>RLI Insurance Company</td>
<td>PSW0001485</td>
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Countersigned by _________________________________

WC 00 03 13
(Ed. 4-84)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Underwriters of Arizona, Inc.
P.O. Box 5419
Scottsdale, AZ 85261-5419
Prof. Underwriters of Arizona

460-483-0440

CONTACT
Prof. Underwriters of Arizona

460-483-0440

FAX
460-948-7752

EMAIL
jeff@prounderwriters.com

INSURED
Hubbard Merrell Engineering
1623 N First St #201
Flagstaff, AZ 86004

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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: On-Call Engineering Services for County Departments
Coconino County, its agents, officials, employees and volunteers are additional insured as indicated. Coverages afforded are primary and non-contributory basis (excluding Work Comp. and E&O). Waiver of subrogation included. Attached: PPB304 02 12, PPA310 03 13, WC008313

CERTIFICATE HOLDER
Coconino County
219 E Cherry Ave.
Flagstaff, AZ 86001

CANCELLATION

COCON04

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)
   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair — Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage — Loss Of Use
L. Hired Car — Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition — Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition — Railroad Easement
Q. Coverage Extensions — Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto” you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee’s" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss".
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to $400 for “loss” to wearing apparel and other personal effects which are:

(1) Owned by an “insured”; and

(2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

(1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

(a) $60,000

(b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

(a) Any “auto” that is hired, rented or borrowed with a driver; or

(b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

(1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;

(2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of $1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:

f. Hired Car – Worldwide Coverage

(1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 combined single limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of $1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".

(2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to SECTION V – DEFINITIONS, Definition C.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

1. Paragraph H.3. is replaced by the following:

3. Any easement or license agreement.

2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:
a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misperception Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

2. We will pay up to $750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is a private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

Endorsement Effective 06-16-2018
Insured
Hubbard Merrell Engineering Corporation
Insurance Company
RLI Insurance Company

Policy No.
PSW0001485

Endorsement No.
Premium 1143

Countersigned by

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<td>CAD Drafter</td>
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<tr>
<td>Clerical</td>
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DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Juvenile Intensive Probation Supervision (JIPS) Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $7,000.00, for the operation of the Juvenile Intensive Probation Supervision (JIPS) program in the amount $595,831.00 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Juvenile Intensive Probation Supervision (JIPS) Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $7,000.00, for the operation of the Juvenile Intensive Probation Supervision (JIPS) program in the amount $595,831.00 for Fiscal Year 2019.

BACKGROUND:

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provided funding to the Juvenile Court to implement its plan to operate the Juvenile Intensive Probation Supervision program. In Fiscal Year 2019 we will employ 6.90 FTEs through this program. This fund is utilized to provide intensive supervision of minors placed on probation through the use of surveillance, monitoring, structured time, and treatment (i.e.; Counseling, education, family counseling, etc.) The funds are used for minors that will demonstrate a reasonable change of reducing the number of repetitive juvenile offenders and to provide for the costs of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of providing intensive probation supervision program and reducing the number of repetitive juvenile offenders as prescribed in the approved Juvenile Intensive Probation Supervision plan for fiscal year 2019.

These funds will provide funding for staff, operating, contract services, and travel for Fiscal Year 2019. The Agreement is to commence on July 1, 2018 and terminate June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award
funds not expended by June 30, 2019 will be returned to the Arizona Supreme Court within 30
days of the termination date.

Modifications to this fund are to increase revenue funding based on actual projections for salaries
and ERE for staff funded through JIPS and reduction in operational expenses. This will
eliminate the need for a General Fund Transfer for FY 2019. This will still allow us to balance
this fund.

ALTERNATIVES:

The only alternative is to not accept the additional funding, and to have the County cover any
salary and ERE deficits through General Fund.

FISCAL IMPACT:

The increase in revenue will reduce the General Fund transfer.

ATTACHMENTS:

1 - Staff Report
2 - STATE BUDGET DOCUMENT
## ADDENDUM A

**JUVENILE INTENSIVE PROBATION SUPERVISION PROGRAM**

**JUVENILE COURT IN COCONINO COUNTY FOR Fiscal Year 2019**

Addendum date: March 1, 2019  
Note: This addendum supersedes all previously dated addendums

### TOTAL AMOUNT AWARDED: $595,831

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<tr>
<td>C. Non Case-Carrying/Contract/Other P</td>
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<td>E. Travel</td>
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<tr>
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<td>I. Other</td>
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### TOTAL AMOUNT TO BE DISBURSED

$595,831

### SCHEDULED DISBURSEMENTS:

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<td>C. Vacancy Reserve</td>
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<td>D.</td>
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### TOTAL AMOUNT TO BE RETAINED

$0

Signed:

Bryon Matsuda  
JSD Division Director  
Arizona Supreme Court

Signed:

Joseph Kelroy  
Director of Juvenile Court Services

**AOC Finance Office Receipt:**

F:\JSD\FY2019\1071\19Addend_A1071.xlsx
**AOC USE ONLY**

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NOTE: Please attach and transmit a copy of this form along with the Revised Addendum "A" Form when submitting changes to AOC Finance.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Juvenile Probation Services Fund - Treatment Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $44,236.00, for the operation of the JTSF program in the amount $592,115.00 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Juvenile Probation Services Fund - Treatment Funds with the Arizona Supreme Court, Administrative Office of the Courts and budget adjustment of an increase of $44,236.00, for the operation of the JTSF program in the amount $592,115.00 for Fiscal Year 2019.

BACKGROUND:

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provide funding to the Court to implement its plan to operate the Juvenile Probation Services Fund - Treatment Program. In FY 2019 we will employ 6.02 FTEs and paid interns through this program. This fund is utilized to provide services to minors that will demonstrate a reasonable chance of reducing the number of repetitive juvenile offenders and to provide for the cost of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of reducing the number of repetitive juvenile offenders through various treatment services, evaluations, and monitoring services offered as prescribe in the approved Juvenile Probation Services Fund - Treatment plan for FY 2019.

These funds will provide funding for staff, operating, contract services, and travel for Fiscal Year 2019. The Agreement is to commence on July 1, 2018 and terminate June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award funds not expended by June 30, 2019 will be returned to the Arizona Supreme Court within 30
days of the termination date.

Modifications to this fund are to increase revenue funding based on actual projections for salaries and ERE for staff funded through Juvenile Probation Services Fund – Treatment (JTSF). This will reduce the General Fund Transfer for FY 2019. This will still allow us to balance this fund.

ALTERNATIVES:

The only alternative is to not accept the money and have the County provide general funds for the salary and ERE deficits.

FISCAL IMPACT:

The GF transfer has been reduced for FY 19.

ATTACHMENTS:

1 - Staff Report
2 - STATE BUDGET DOCUMENT
## ADDENDUM A

**JUVENILE PROBATION SERVICES FUND - TREATMENT**

**JUVENILE COURT IN COCONINO COUNTY FOR FISCAL YEAR 2019**

Addendum date: March 1, 2019  
Note: This addendum supersedes all previously dated addendums

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TOTAL AMOUNT TO BE DISBURSED: $592,115

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TOTAL AMOUNT TO BE RETAINED: $185,444

Signed:

**Bryon Matsuda**  
JJSD Division Director  
Arizona Supreme Court

Signed:

**Joseph Kelroy**  
Director of Juvenile Court Services

**AOC Finance Office Receipt:**

Fund Manager  
Date

N:\JJSDF\FY2019\191519\Addend_A1919.XLSX
**AOC USE ONLY**

**APPROVAL**

**RECOMMENDED BY:**

Program Manager

**ACTION**

**APPROVED BY:**

Division Director or Deputy Director  
Administrative Office of the Courts

NOTE: Please attach and transmit a copy of this form along with the Revised Addendum "A" Form when submitting changes to AOC Finance.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Diversion - Consequence Funds with the Arizona Supreme Court, Administrative Office of the Courts and $13,942.00 decrease for the operation of the Diversion – Consequence program in the amount $105,027 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Diversion - Consequence Funds with the Arizona Supreme Court, Administrative Office of the Courts and $13,942.00 decrease for the operation of the Diversion – Consequence program in the amount $105,027 for Fiscal Year 2019.

BACKGROUND:

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provided funding to the Juvenile Court to implement its plan to operate the Diversion – Consequence program. In Fiscal Year 2019 we will employ 1.45 FTEs through this program. This fund is utilized to provide services to minors that will demonstrate a reasonable change of reducing the number of repetitive juvenile offenders and to provide for the costs of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of reducing the number of repetitive juvenile offenders and reduce the process through non-formal court actions through the use of consequences as prescribed in the approved Diversion – Consequence plan for fiscal year 2019. Consequences are inclusive of Teen Court, Alternatives Center, Community Work Service, Counseling, Educational Classes, and other alternative consequence program offered to minors to defer them from formal court action.

The funding agreement sections #1 through #16, section #19 and section #22 are applicable to this fund. These funds will provide funding for staff, operating, and contract services for Fiscal Year 2019. The Agreement is to commence on July 1, 2018 and terminate June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited
to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award funds not expended by June 30, 2019 will be returned to the Arizona Supreme Court within 30 days of the termination date.

**ALTERNATIVES:**

There is no alternative to this funding.

**FISCAL IMPACT:**

The decrease will have no fiscal impact, as our projections show that no additional money is needed in this fund due to vacancy savings.

**ATTACHMENTS:**

1 - Staff Report
2 - STATE BUDGET DOCUMENT
## ADDENDUM A

DIVERSION - CONSEQUENCE

JUVENILE COURT IN COCONINO COUNTY FOR FISCAL YEAR 2019

Addendum date: March 1, 2019

Note: This addendum supersedes all previously dated addendums

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TOTAL AMOUNT TO BE DISBURSED: $105,027

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TOTAL AMOUNT TO BE RETAINED: $33,003

Signed:

Teasie Colla
Digitally signed by Teasie Colla
Date: 2019.03.13 07:53:07 -07'00'

JJSJ Division Director
Arizona Supreme Court

Signed:

Director of Juvenile Court Services

AOC Finance Office Receipt:

Fund Manager

Date

N:\JJSJ\FY2019\1918\19\Addendum_A1918.xls
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<td><strong>105,027</strong></td>
<td><strong>33,003</strong></td>
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**AOC USE ONLY**

**APPROVAL RECOMMENDED BY:**

![Signature](https://example.com/signature)

Program Manager

**ACTION APPROVED BY:**

![Signature](https://example.com/signature)

JSD Division Director
Administrative Office of the Courts

**NOTE:** Please attach and transmit a copy of this form along with the Revised Addendum "A" Form to AOC Finance.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a NSLP Equipment Grant Award from the Arizona Department of Education for upgraded kitchen appliances in the Juvenile Detention Facility in the amount of $24,163.98 for FY19.

RECOMMENDED MOTION:

Approve a NSLP Equipment Grant Award from the Arizona Department of Education for upgraded kitchen appliances in the Juvenile Detention Facility in the amount of $24,163.98 for FY19.

BACKGROUND:

365 days per year, Coconino County Juvenile Detention Center provides 3 meals per day for delinquent youth. In many cases, our facility could be the only resource that may provide a meal for a youth in a day. Our staff is cognizant to this fact and we take steps to become aware of a youth’s situation, ensuring that they have resources to meals. We strive to serve them the best meals possible. In Fiscal Year 2018, 27,724 meals were served at our facility.

Unfortunately, the current kitchen appliances used to make these meals are in poor condition. Our appliances were purchased in year 2000, when we initially moved to the facility. This dates the appliances at 19 years old.

Only 1 of the 2 ovens on the range is a working conventional oven, and the interior of the working oven is deteriorating. When the oven door is open, you will see that inside it is severely black, brown, charred, and chipped. Additionally, the oven door is broken and does not fully close. The new range awarded by this grant has 2 working ovens, doubling our oven space. It also has 4 additional burners than our current stove top.

The current dishwasher does not work properly and has not been used in several years. Currently, kitchen staff wash all dishes and trays by hand, after every meal. This grant will provide a new commercial grade dishwasher and dish tables.

Our facility currently has a walk-in refrigerator/ freezer. There is not enough space in the freezer to store food in bulk. The new freezer provided by the grant will have additional space for food
items, so the kitchen staff will have more options for food preparation. Having more food on hand will allow us to ensure we have all ingredients to meet dietary guidelines.

The combined goal of our new appliances is to create a safer, healthier environment to prepare meals, giving our staff more time to focus on food preparation. By giving our staff the resources they need, they will serve healthier meals for our youth.

**ALTERNATIVES:**

The only alternative is to not accept the one-time funding and keep the current, outdated kitchen appliances.

**FISCAL IMPACT:**

There will be no fiscal impact.

**ATTACHMENTS:**

1 - Staff Report
2 - AWARD LETTER
3 - GRANT APPLICATION SUMMARY
4 - BUDGET INFORMATION
February 28, 2019

Alise Eckel, Business Manager
Coconino County Juvenile Detention
1001 E. Sawmill Road
Flagstaff, AZ 86001

Dear Ms. Eckel:

Congratulations! Coconino County Juvenile Detention has been selected to be awarded funding from the NSLP Equipment Grant – Round 5. The Arizona Department of Education (ADE) looks forward to working with you to provide your school the necessary funding to support your National School Lunch Program (NSLP) efforts.

Below is a list of your total funding for each awarded site.

<table>
<thead>
<tr>
<th>School District Name</th>
<th>School Site Name</th>
<th>Total Grant Allocation</th>
<th>Items Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino County Juvenile Detention</td>
<td>AOC-Coconino County Juvenile Detention Center (21-10-13-001)</td>
<td>$24,163.98</td>
<td>1 range, 1 dishwasher, 1 freezer</td>
</tr>
</tbody>
</table>

Items listed should be purchased prior to reimbursement. The invoice(s) must be uploaded in the Related Documents section of the Reimbursement Request (RR) in the Grants Management Enterprise System (GME). Only those items that were originally requested in the grant application and that are listed in this letter will be reimbursed. Reimbursement requests must be submitted no later than June 20, 2019. Challenges, method used for procurement, and expenditure after notification funds were awarded are required to be reported as part of the reimbursement process and should be uploaded with the invoice.

I look forward to working with you further and if you have any questions, please feel free to contact me at (602) 542-7848 or Denise.Hasty@azed.gov.

Sincerely,

Denise Hasty
School Nutrition Program Project Specialist
Arizona Department of Education Health and Nutrition Services

Kathy Hoffman, Superintendent of Public Instruction
1535 West Jefferson Street • Phoenix Arizona 85007 • (602) 542-5460 • www.azed.gov
This institution is an equal opportunity provider.
# Grant Application Summary

**Department applying for the grant:** Juvenile  
**Department Contact:** Alise Eckel

**Summary of grant purpose:** New Appliances for Detention Kitchen

**Date of expected application submittal:** 2/4/19

**Amount of expected award excluding match:** $24,163.98  
**Time period of award:** FY19

**Amount of County match:** $0  
**Amount of in-kind or soft match:** $0

**Was the department awarded this grant in a previous year?**  
Yes [X] No [ ]

**Was the grant included in Department’s County budget as Unawarded Grants?**  
Yes [X] No [ ]

**Number of employees funded by agreement:**  
New: Full-Time Employees 0  
New: Part-Time Employees 0  
Existing: Full-Time Employees 0  
Existing: Part-Time Employees 0

**Funder/Pass-Through Agency:**  
Department of Education

**Funding Source:**  
Federal [X] State [ ] Private [ ]

**Any special conditions:**  
Must purchase equipment prior to June 30, 2019.

**Approval:**  

**Date:** 8/14/2019
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Cost Per Unit</th>
<th>Description</th>
<th>Purpose</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>Wolf C60SC-10BN Challenger XL Natural Gas Range 60” with 10 Burners</td>
<td>Burners and Oven needed to prepare meals for youth.</td>
<td>10,555.61</td>
</tr>
<tr>
<td>1</td>
<td>5889.00</td>
<td>Noble Warewashing HT-180 High Temperature Dishwasher, 208/230V 3 Phase and Dishtable Package</td>
<td>Dish Washing and Sanitation</td>
<td>7,578.60</td>
</tr>
<tr>
<td>1</td>
<td>5627.52</td>
<td>Traulsen G22010 Reach In Freezer</td>
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<td>6,029.77</td>
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<td></td>
<td>24,163.98</td>
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**Grand Total**: 24,163.98
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Diversion Intake Funds with the Arizona Supreme Court, Administrative Office of the Courts; and approve a budget adjustment for an increase of $36,415.00 for the operation of the Diversion Intake program in the amount $586,388.00 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Diversion Intake Funds with the Arizona Supreme Court, Administrative Office of the Courts; and approve a budget adjustment for an increase of $36,415.00 for the operation of the Diversion Intake program in the amount $586,388.00 for Fiscal Year 2019.

BACKGROUND:

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provided funding to the Juvenile Court to implement its plan to operate the Diversion – Intake program. In Fiscal Year 2019 we will employ 7.30 FTEs through this program. This fund is utilized of repetitive juvenile offenders and to provide for the costs of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of reducing the number of repetitive juvenile offenders and process minors through non-formal court actions through the use of consequences as prescribed in the approved Diversion – Intake plan for fiscal year 2019.

These funds will provide funding for staff, operating, and travel for Fiscal Year 2019. The Agreement is to commence on July 1, 2018 and terminate June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award funds not expended by June 30, 2019 will be returned to the Arizona Supreme Court within 30 days of the termination date.
ALTERNATIVES:

The only alternative is to not accept the funds, which would leave Juvenile Court with less funding.

FISCAL IMPACT:

The increase in revenue will reduce the General Fund transfer.

ATTACHMENTS:

1 - Staff Report
2 - STATE BUDGET DOCUMENT
### ADDENDUM A
DIVERSION - INTAKE
JUVENILE COURT IN COCONINO COUNTY FOR FISCAL YEAR 2019

Addendum date: March 1, 2019
Note: This addendum supersedes all previously dated addendums

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<tr>
<td>C. Non Case-Carrying/Contract/Other Personnel</td>
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**Total Amount to be Disbursed:** $586,388

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<td>C. Vacancy Reserve</td>
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<td>D. Salary Reimbursement</td>
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</table>

**Total Amount to be Retained:** $0

Signed:

**Joseph Kelroy**
JJSD Division Director
Arizona Supreme Court

Signed:

**Byron Matsuda**
Director of Juvenile Court Services

**AOC Finance Office Receipt:**

Fund Manager
N:\JJSDFY2019\1917\19Addendum_A1917.xlsx
ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

BUDGET MODIFICATION REQUEST FORM

PROGRAM OR FUND: Diversion - Intake
COUNTY OR AGENCY: Coconino County

FOR FY 2019
DATE: March 1, 2019
PREPARED BY: Nora Acosta

SIGNED

Ted S. Reed

Date: 2019.03.15
08:12:14 -07'00"

TITLE: Presiding Judge, Presiding Juvenile Judge

BUDGET INFORMATION:

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<th>Item</th>
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<th>Proposed Budget</th>
<th>Revised Budget</th>
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<th>Amount to Be Retained (AOC)</th>
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<tr>
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</tr>
<tr>
<td>Vacancy Reserve</td>
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</tr>
<tr>
<td>Other</td>
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<td>586,388</td>
<td>36,415</td>
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<td>0</td>
</tr>
</tbody>
</table>

**AOC USE ONLY**

APPROVAL
RECOMMENDED BY:
Teasie Cola
Program Manager

ACTION
APPROVED BY:
Joseph Kelroy
JSD Division Director
Administrative Office of the Courts

NOTE: Please attach and transmit a copy of this form along with the Revised Addendum "A" Form when submitting changes to AOC Finance.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Court Appointed Special Advocate (CASA) and budget adjustment of an increase of $18,286.00 for the operation of the CASA program in the total amount of $197,643.00 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Court Appointed Special Advocate (CASA) and budget adjustment of an increase of $18,286.00 for the operation of the CASA program in the total amount of $197,643.00 for Fiscal Year 2019.

BACKGROUND:

In 1986 the Coconino County Juvenile Court established its Court Appointed Special Advocate (CASA) program. The purpose of this program is to recruit, screen, train and supervise volunteers to advocate for the best interest of children involved in the dependency proceedings.

This is a continuation of funding from the Arizona Supreme court, Administrative Office of the Courts to provide funding to the Court to implement its plan to operate a CASA program. In FY 2019 it is anticipated that there will be approximately 75 open dependency cases in Coconino County. There is an average of 1.7 children per dependency case filed. It is anticipated that there will be 32 - 40 active volunteers recruited and trained in FY 19.

We are requesting that the Board of Supervisors enter into this funding agreement, which will provide the funding for staff (1.75 Juvenile Program Coordinator and 1.00 Administrative Specialist I), operating (postage, incentive program, supplies, etc.) and travel for FY 2019.

The Agreement is to commence on July 1, 2018 and terminate on June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily mandated duties. Any and all award funds and interest not expended or encumbered by June 30, 2019 will be returned to the Arizona Supreme Court within 30 days of the termination date.
ALTERNATIVES:

If these funds are not accepted and approved, we will be unable to provide the important services of providing an advocate for children involved in the Dependency process. This would leave a great void in the impact to these services.

FISCAL IMPACT:

The decrease in funding will have no fiscal impact, because the revenue should be decreased to match our expenses.

ATTACHMENTS:

1 - Staff Report
2 - STATE BUDGET DOCUMENT
ADDENDUM A

CASA of Arizona
Juvenile Court in Coconino County for Fiscal Year 2019

Addendum date: March 1, 2019  NOTE: This addendum supersedes all previously dated addenda

TOTAL AMOUNT AWARDED: $197,643

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<thead>
<tr>
<th>Category</th>
<th>FTEs</th>
<th>Amount</th>
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</thead>
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<tr>
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<td>Equipment</td>
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SCHEDULED DISBURSEMENTS

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<th>March 15, 2019</th>
<th>May 15, 2019</th>
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<td>Personnel—ERE</td>
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<td>$0</td>
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Signed:

Caroline Lautt-Owens, Director
Dependent Children's Services Division—Arizona Supreme Court

Date

Signed:

Presidenting Juvenile Judge

Date

AOC Finance Office Receipt:

Fund Manager

Date
# BUDGET MODIFICATION REQUEST FORM

**PROGRAM OR FUND**
Court Appointed Special Advocate (CASA)  
**FOR FY 2019**

**COUNTY OR AGENCY**
COCONINO COUNTY

**APPROVED BY SIGNATURE**

**DATE 3/1/2019**

**PREPARED BY** Nora Acosta

## TITLE
Presiding Judge/Presiding Juvenile Judge

<table>
<thead>
<tr>
<th>BUDGET INFORMATION:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APPROVED BUDGET</strong></td>
<td><strong>PROPOSED BUDGET</strong></td>
<td><strong>APPROVED REVISED BUDGET</strong></td>
<td><strong>Net Difference More or (Less)</strong></td>
<td><strong>AMOUNT TO BE DISBURSED</strong></td>
</tr>
<tr>
<td>Personnel—Salaries</td>
<td>146,600</td>
<td>127,786</td>
<td>(18,814)</td>
<td>127,786</td>
</tr>
<tr>
<td>Personnel—ERE</td>
<td>52,251</td>
<td>52,251</td>
<td>0</td>
<td>52,251</td>
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<tr>
<td>Travel</td>
<td>12,098</td>
<td>9,098</td>
<td>(3,000)</td>
<td>9,098</td>
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<tr>
<td>Operating</td>
<td>4,980</td>
<td>8,508</td>
<td>3,528</td>
<td>8,508</td>
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<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>215,929</strong></td>
<td><strong>197,643</strong></td>
<td><strong>(18,286)</strong></td>
<td><strong>197,643</strong></td>
</tr>
</tbody>
</table>

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**NOTE:** Please attach and transmit a copy of this form with the revised Addendum A when submitting changes to Finance.

**APPROVAL**

**RECOMMENDED BY:**
Program Manager

**DATE**

**ACTION**

**APPROVED BY:**
Division Director or Deputy Director  
Administrative Office of the Courts

**DATE**

---

**7:30 AM**  
**3/12/2019**
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Bryon Matsuda, Juvenile Court Director

SUBJECT: Consideration and possible action regarding a Modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts for the operation of the Standard Probation program in the amount $134,674 for Fiscal Year 2019.

RECOMMENDED MOTION:

Approve a Modified Funding Agreement for the Standard Probation Funds with the Arizona Supreme Court, Administrative Office of the Courts for the operation of the Standard Probation program in the amount $134,674 for Fiscal Year 2019.

BACKGROUND:

This is a continuation of funding from the Arizona Supreme Court, Administrative Office of the Courts to provided funding to the Juvenile Court to implement its plan to operate the Standard Probation program. In Fiscal Year 2019 we will employ 1.78 FTEs through this program. This fund is utilized to provide probation officers to supervise minors placed on probation while maintaining the 35:1 mandated ratio for probationers to officers. The funds are for minors that will demonstrate a reasonable change of reducing the number of repetitive juvenile offenders and to provide for the costs of services for children referred to the juvenile court.

The juvenile court will use the funds for the purpose of providing probation officers to supervise minors while maintaining 35:1 ratio and reducing the number of repetitive juvenile offenders as prescribed in the approved Standard Probation plan for fiscal year 2019.

These funds will provide funding for staff and operating for Fiscal Year 2019. The Agreement is to commence on July 1, 2018 and terminate June 30, 2019. All monies will be used for allowable costs that can be proven necessary and essential to the performance of statutorily-mandated duties. Funds shall not be used to pay county or city administrative costs for services associated with receipt of these funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. Any and all award funds not expended by June 30, 2019 will be returned to the Arizona Supreme Court within 30 days of the termination date.
ALTERNATIVES:

There is no alternative to this funding.

FISCAL IMPACT:

The General Fund Transfer will be reduced.

ATTACHMENTS:

1 - Staff Report
2 - STATE BUDGET DOCUMENT
**ADDENDUM A**

**JUVENILE STANDARD PROBATION PROGRAM**

**JUVENILE COURT IN COCONINO COUNTY FOR FISCAL YEAR 2019**

Addendum date: March 1, 2019

Note: This addendum supersedes all previously dated addendums

**TOTAL AMOUNT AWARDED:** $134,674

<table>
<thead>
<tr>
<th>APPROVED BUDGET</th>
<th>APPROVED FTE'S</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Case-Carrying Personnel</td>
<td>0.93</td>
<td>55%</td>
</tr>
<tr>
<td>B. ERE</td>
<td></td>
<td>$49,425</td>
</tr>
<tr>
<td>C. Non Case-Carrying/Other/Contract Personnel</td>
<td>0.85</td>
<td>$24,399</td>
</tr>
<tr>
<td>D. ERE</td>
<td></td>
<td>$36,702</td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td>$20,685</td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Travel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Operating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Equipment</td>
<td></td>
<td>$3,463</td>
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**TOTAL AMOUNT TO BE DISBURSED**

$134,674

**SCHEDULED DISBURSEMENTS:**

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<tr>
<th></th>
<th>July 31, 2018</th>
<th>October 31, 2018</th>
<th>March 15, 2019</th>
<th>May 15, 2019</th>
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<tr>
<td></td>
<td>$32,322</td>
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<td>$35,015</td>
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**RETAINED FUNDS**

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<tr>
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<th>AMOUNT</th>
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<tr>
<td>A. Contract Services</td>
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<td>B. Direct Payment</td>
<td>$0</td>
</tr>
<tr>
<td>C. Vacancy Reserve</td>
<td>$0</td>
</tr>
<tr>
<td>D. Other</td>
<td>$0</td>
</tr>
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</table>

**TOTAL AMOUNT TO BE RETAINED**

$0

Signed:

**Joseph Kelroy**

JJSD Division Director
Arizona Supreme Court

**Signed:**

**Bryon Matsuda**

Director of Juvenile Court Services

**AOC Finance Office Receipt:**

Fund Manager

Date

N:\JISD\FY2019\1073\19\addendum_A1073.xlsx
BUDGET INFORMATION:

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Proposed Budget</th>
<th>Revised Budget</th>
<th>Net Difference</th>
<th>Amount to be Disbursed</th>
<th>Amount to be Retained (AOC)</th>
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</thead>
<tbody>
<tr>
<td>Case-Carrying Personnel</td>
<td>43,391</td>
<td>49,425</td>
<td>49,425</td>
<td>6,134</td>
<td>49,425</td>
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</tr>
<tr>
<td>ERE</td>
<td>24,399</td>
<td>24,399</td>
<td>24,399</td>
<td>-</td>
<td>24,399</td>
<td></td>
</tr>
<tr>
<td>Non Case-Carrying, Contract/Other Personnel</td>
<td>36,702</td>
<td>36,702</td>
<td>36,702</td>
<td>-</td>
<td>36,702</td>
<td></td>
</tr>
<tr>
<td>ERE</td>
<td>20,685</td>
<td>20,685</td>
<td>20,685</td>
<td>-</td>
<td>20,685</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>9,597</td>
<td>3,463</td>
<td>3,463</td>
<td>(6,134)</td>
<td>3,463</td>
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<td>Subcontract</td>
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<td>0</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>134,674</td>
<td>134,674</td>
<td>134,674</td>
<td>-</td>
<td>134,674</td>
<td>0</td>
</tr>
</tbody>
</table>

**AOC USE ONLY**

APPROVAL
RECOMMENDED BY: Teasie Colla

ACTION
APPROVED BY: Joseph Kelroy

JJS Division Director
Administrative Office of the Courts

NOTE: Please attach and transmit a copy of this form along with the Revised Addendum "A" Form when submitting changes to AOC Finance.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Consideration and possible action regarding a budget adjustment in the amount of $345,970 from the Mechanical Services Fund to offset unplanned and increased expenses.

RECOMMENDED MOTION:

Approve a budget adjustment in the amount of $345,970 from the Mechanical Services Fund to offset unplanned and increased expenses.

BACKGROUND:

Additional funds are needed to cover increased expenses in fuel used from County fuel pumps, Voyager card use by County employees, and the unplanned purchase of the Animal Management 2019 Chevrolet Double Cab.

In FY19, Mechanical Services budgeted $730,000 for County fuel pump fuel ($580,000), and Voyager Fuel Card purchases ($150,000). Currently, the Mechanical Services Fund has $34,500 remaining for fuel purchases in these two areas.

A higher than average winter has attributed to more fuel consumption at the Public Works fuel station. In addition, the City of Flagstaff Public Works Yard fuel station was delayed in opening, which resulted in both City and County employees fueling by other means. During this downtime, City and County employees fueled at the County Public Works Yard, and County employees fueled using their Voyager Fuel Cards. The proximity of the City of Flagstaff’s Public Works Yard fuel station may have also encouraged County employees to fuel with their Voyager Fuel Cards. In addition, the Public Works fuel station underwent an upgrade, requiring the fuel station to be offline for intermittent and extended periods of time, forcing County employees to utilize their Voyager Cards.

The current average consumption is approximately $87,500 per month. This results in Mechanical Services requiring approximately $315,500 in funding to finish FY19, if the current consumption holds at this average. It is important to note that higher fuel consumption is accompanied by higher revenues for the Mechanical Services Fund.
Total Increase Request for fuel (County fuel pump and Voyager Fuel Card): $315,500

Revised Budget: $730,000  
Current Balance (as of March 1st): $34,500  
Avg Monthly Consumption: $87,500  
Additional Increase Required (4 Months remaining in FY19 less balance): $315,500

Historical Fuel Usage Chart:

FY17 Actuals  FY18 Actuals  FY19 Projected Mechanical Services Fuel Budget

$672,884  $801,534  $1,065,500

Additionally, Animal Management had a fleet vehicle that was involved in a collision and deemed a total loss. An emergency purchase was approved by the Board of Supervisors. Due to Mechanical Services’ budget being encumbered, not allowing for additional expenses in MUNIS, this purchase was funded through the General Fund’s contingency account 1001.33.0799.5835.0000.614.505901.

Mechanical Services is requesting an increase of $30,470, from the Mechanical Services Fund, to fund this emergency purchase. Once this is approved, Mechanical Services will perform a Journal Entry from the contingency fund into their fund to account for this purchase.

Total Increase Request for purchasing Animal Management fleet vehicle: $30,470

Summary:

Total Increase Request for fuel: $315,500  
Total Increase Request for purchasing Animal Management fleet vehicle: $30,470  
Total Fiscal Impact of this Request: $345,970

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:

• Approve request in full.  
• Approve partial request and revisit in two months with a revised amount based on year to date actuals.  
• If not approved, Mechanical Services’ account will not be able to pay invoices outside of what is already encumbered with a PO.

**FISCAL IMPACT:**

Total fiscal impact of this request is $345,970 from the Mechanical Services Fund.

**ATTACHMENTS:**

1 - Staff Report
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Deputy County Manager/Public Works Director

SUBJECT: Consideration and possible action regarding approval of the First Amendment of the Agreement with C and E Paving & Grading LLC for the “CMAR Pavement Preservation (Chip Seal Project) through 2023”, for the construction phase of the project for FY2019 with the Guaranteed Maximum Price of $2,066,653.08.

RECOMMENDED MOTION:

Approve the First Amendment of the Agreement with C and E Paving & Grading LLC for the “CMAR Pavement Preservation (Chip Seal Project) through 2023”, for the construction phase of the project for FY2019 with the Guaranteed Maximum Price of $2,066,653.08.

BACKGROUND:

With the assistance of outside consultants, the Public Works Department has analyzed Townsend-Winona Road from Hwy. 89 to just east of Rio Rancho Road and found the recent rapid degradation of the road is related to the upper pavement layer reaching the end of its service life even though the road was chip sealed in 2015. The issue continues to be with the ACFC pavement layer, which was placed on top of the pavement in 2005. Extreme freeze thaw cycles are damaging the aging road and contributing to significant deterioration. The base asphalt is still in good condition, so a mill and overlay project is the recommended solution. The cost for this project is $1.4 million.

Staff recommends that the Townsend-Winona mill and overlay project be prioritized now or the cost to reconstruct the road will be far greater and will likely need to occur within the next few years, when the compromised road surface leads to a failure of the road base. However, moving this project up in the Pavement Preservation Plan at this time means moving out those projects that were scheduled to be completed this spring.

The plan for this spring also includes an overlay of one lane mile of Slayton Ranch Road and 3.3 lane miles of the entry road to Mountainaire. The remaining balance of $666,000 will be applied to these projects.

C and E Paving was awarded the contract for Construction Manager at Risk for Pavement Preservation by the Board of Supervisors on December 4, 2018. On the same date the Board
approved the original Agreement that authorized the pre-construction phase of the project.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
- Approve this submittal.
- Reject this submittal.
- Postpone the projects for FY2020.

FISCAL IMPACT:

The compensation to the C and E Paving & Grading, LLC. for the construction services phase of this project is $2,066,653.08, which is budgeted and will be charged to Topical Surface Treatment 1138.41.4110.7024.0000.641.504001.

ATTACHMENTS:

1 – Staff Report
2 – Amendment No. 1 to Contract
3 – Cert of Insurance
This FIRST AMENDMENT (hereinafter this “Amendment”) is made this ____ day of __________, 2019,

BETWEEN

C AND E PAVING & GRADING, LLC, an Arizona limited liability company with a mailing address of P.O. Box 551, Flagstaff, Arizona 86002, (hereinafter the “Independent Contractor”),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 E. Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”);

WHEREAS:

A. The Independent Contractor and the County entered into an agreement dated January 2019 for Construction Manager at Risk (CMAR) Pavement Preservation Through 2023, (hereinafter the “Agreement”); and

B. The County and the Independent Contractor have operated pursuant to the Agreement since it was made; and

C. The parties wish to amend the Agreement pursuant to Appendix A, Section 6 to add Phase II of the project and agree to the Guaranteed Maximum Price (GMP).

THEREFORE, in consideration of their mutual promises in the Agreement and this Amendment, the Independent Contractor and the County agree as follows:

1. The Guaranteed Maximum Price (GMP) as attached dated March 15, 2019 is for the construction phase of the project through June 30, 2019.

2. Terms and conditions of the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

C AND E PAVING & GRADING LLC

Harvey K. Heckethorn
President

ACKNOWLEDGED before me by Harvey K. Heckethorn as President of and for C and E Paving & Grading, LLC on this 25th day of March, 2019.

COCONINO COUNTY
BOARD OF SUPERVISORS

Art Babbott
Chairman

ATTEST:

Lindsay Daley
Clerk of the Board

APPROVED AS TO FORM:

Notary Public

Deputy County Attorney

KITTY MITCHELL
Notary Public - Arizona
Coconino County
My Commission Expires
October 18, 2019
Townsend/Winona - Slayton Ranch Road
Mountaineaire Access Road Overlay

GMP SUMMARY
2019

PAVEMENT PRESERVATION
PROJECT NO: 2019-100

C and E Paving & Grading L.L.C.
## GMP SUMMARY

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NAME:</strong></td>
<td><strong>PAVEMENT PRESERVATION PROJECTS - 2019</strong></td>
</tr>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td><strong>2019-100</strong></td>
</tr>
<tr>
<td><strong>LAST UPDATED:</strong></td>
<td><strong>3/15/2019</strong></td>
</tr>
<tr>
<td><strong>OWNER(S):</strong></td>
<td><strong>Coconino County</strong></td>
</tr>
<tr>
<td><strong>BILLING ADDRESS:</strong></td>
<td><strong>219 E. Cherry Avenue, Flagstaff, Arizona 86001</strong></td>
</tr>
<tr>
<td><strong>JOB SITE ADDRESS:</strong></td>
<td><strong>Townsend/Winona - Slayton Ranch &amp; Mountaineir</strong></td>
</tr>
<tr>
<td><strong>OWNER PHONE:</strong></td>
<td><strong>(928) 679-7190</strong></td>
</tr>
</tbody>
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### GMP SUMMARY

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<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT)</strong></td>
<td><strong>$1,651,210.65</strong></td>
</tr>
<tr>
<td><strong>B CM@RISK’S CONTINGENCY</strong></td>
<td><strong>$25,000.00</strong></td>
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<tr>
<td><strong>INDIRECT COSTS</strong></td>
<td><strong>$1,676,210.65</strong></td>
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<tr>
<td><strong>C CONSTRUCTION FEE</strong></td>
<td><strong>$99,199.35</strong></td>
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<tr>
<td><strong>D GENERAL CONDITIONS</strong></td>
<td><strong>$202,532.00</strong></td>
</tr>
<tr>
<td><strong>D1 PAYMENT AND PERFORMANCE BOND</strong></td>
<td><strong>$13,305.11</strong></td>
</tr>
<tr>
<td><strong>D2 INSURANCE</strong></td>
<td><strong>$25,626.50</strong></td>
</tr>
<tr>
<td><strong>E SALES TAX</strong></td>
<td><strong>$88,710.70</strong></td>
</tr>
<tr>
<td><strong>F TOTAL GMP</strong></td>
<td><strong>$2,066,653.08</strong></td>
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<tr>
<td><strong>G OWNER'S CONTINGENCY</strong></td>
<td><strong>$0.00</strong></td>
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<td><strong>H CONTRACT AMOUNT</strong></td>
<td><strong>$2,066,653.08</strong></td>
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<p>| | |</p>
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<tr>
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<tbody>
<tr>
<td></td>
<td><strong>C and E PAVING &amp; GRADING LLC.</strong></td>
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**COCONINO COUNTY**
**GENERAL CONDITIONS ESTIMATE**

<table>
<thead>
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<th>CATEGORY DESCRIPTION</th>
<th>NOTES / SCOPE</th>
<th>BUDGET</th>
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<tr>
<td>General Requirements</td>
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<tr>
<td>1</td>
<td>VEHICLE / FUEL ALLOWANCE</td>
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<td>PROJECT MANAGER</td>
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<td>SUPERINTENDENT</td>
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<td>1</td>
<td>OFFICE PERSONNEL</td>
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<td>1</td>
<td>OFFICE SUPPLIES AND EQUIPMENT</td>
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<td>1</td>
<td>SITE MECHANIC &amp; SERVICE TRUCK</td>
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<td>$17,061.54</td>
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<tr>
<td>1</td>
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<td>1</td>
<td>MOBILIZATION</td>
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<td>$20,803.17</td>
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<td>1</td>
<td>WARRANTY RESERVE</td>
<td>1.25% OF PROJECT</td>
<td>$25,833.16</td>
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<tr>
<td>1</td>
<td>GL INSURANCE</td>
<td>1.24% OF PROJECT</td>
<td>$25,626.50</td>
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<tr>
<td>1</td>
<td>PERFORMANCE BOND</td>
<td>.6438 OF PROJECT</td>
<td>$13,305.11</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$202,532.00</strong></td>
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COST SCHEDULE
OF VALUES
# PAVEMENT PRESERVATION PROJECT - 2019

**Schedule of Values**

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<tr>
<th>BID NO.</th>
<th>DESCRIPTION</th>
<th>APPROX. QUANTITY</th>
<th>UNIT</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>2 inch depth Asphaltic Concrete Milling <em>(Millings belong to C and E Paving &amp; Grading)</em></td>
<td>80,315</td>
<td>S.Y.</td>
<td>$1.80</td>
<td>$144,567.00</td>
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<td>2</td>
<td>Credit for Asphalt Millings</td>
<td>80,315</td>
<td>S.Y.</td>
<td>$-0.17</td>
<td>$-13,553.55</td>
</tr>
<tr>
<td>3</td>
<td>C.O.F. C-3/4 Asphaltic Concrete Pavement <em>(2 1/2 inch depth)</em> = 11,445 Tons + 2%</td>
<td>11,674</td>
<td>TN</td>
<td>$87.00</td>
<td>$1,015,638.00</td>
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<td>4</td>
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<td>$28,795.20</td>
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<tr>
<td>6</td>
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<td>$18,154.00</td>
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<tr>
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**County Construction Signs (Purchase and Install)**

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LIST OF PLANS
AND SPECIFICATIONS
Coconino County

Project No: 2019-100

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Coconino County Amendments to Maricopa Association of Governments General Provisions

Engineering Special Provisions
LIST
OF
CLARIFICATIONS
AND
ASSUMPTIONS
Clarifications and Assumptions - GMP

Coconino County – 2019

1. It is assumed that Coconino County team members will assist the contractor in identifying and marking the stop and start areas for chip seal and Asphalt Paving.

2. If cross-street approaches are to be chip sealed, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.

3. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.

4. The January 2019 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.

5. It is assumed that during the term of this contract; 2018 MAG and Coconino County Specifications will govern.

6. Asphalt Millings will belong to C and E Paving & Grading L.L.C.
PROJECT

MASTER

SCHEDULE
## WEATHER PERMITTING

### TENTATIVE SCHEDULE

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### Construction

- **1 1/4" PMRAC Asphalt Overlay**
  - **Slayton Ranch (T/W to Jesse Dr.)**
    - M = Mill: Approx. 11,674 Tons C.O.F. C-3/4
    - P = Pave: Approx. 560 Tons PMRAC
  - **Mountaineer Access Rd.**
    - P = Pave: Approx. 1,788 Tons PMRAC
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this ___ day of December 2018,

BETWEEN

C AND E PAVING & GRADING, LLC, an Arizona limited liability company, with a mailing address of P.O. Box 551, Flagstaff, Arizona 86002, (hereinafter Independent Contractor or IC)

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

A. The County has a need to obtain the services of an Independent Contractor to provide Construction Manager at Risk (CMAR) services for Pavement Preservation Projects Through 2023, (hereinafter the “Project”); and

B. The County issued RFQ 2019-102 and has reviewed Statements of Qualifications (SOQs) in order to obtain the pre-construction services (hereinafter the “Services”); and

C. The Independent Contractor has submitted a successful proposal (hereinafter the “Proposal”); and

D. The County desires to contract with the Independent Contractor to provide the Services; and

E. The Independent Contractor’s proposed fee for pre-construction services is acceptable to the County; and

F. The Independent Contractor is ready, willing and able to provide the Services.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

This Agreement is a CMAR Contract for Pre-Construction Phase of the Project pursuant to A.R.S. § 34-601, et. seq., for the provision of pre-construction services as more fully set forth in Appendix “A” CMAR Pre-construction Services. Appendix “A” is hereby incorporated herein the same as it is set forth. This Agreement contemplates two project phases: Pre-construction and Construction. The phases may overlap. For Phase I, Pre-construction, the Project Team, consisting of the Independent Contractor and the County, will address design, budget, sequencing, scheduling and constructability of the project for development of a Guaranteed Maximum Price (GMP) to construct the work by the Independent Contractor. If the County accepts the Independent Contractor’s GMP, the County and Independent Contractor shall proceed to Phase II, Construction, and shall
amend this Agreement to incorporate the construction provisions. There may be multiple GMPs if the construction is phased. If the parties are unable to agree on the overall GMP or the GMP for any increment of construction, then this Agreement shall terminate with respect to the affected increment and the County may choose to bid the project (or that portion of the project) under a traditional Design-Bid-Build procurement method. The Independent Contractor agrees to provide CMAR services and other services related to the Project, provide efficient business administration and superintendence, and will complete the Project in the most expeditious and economical manner consistent with the best interests of the County. Changes in the scope for the Pre-construction Phase must be accomplished by an amendment to this Agreement duly executed by the parties.

Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a 100% performance and payment bond for the County to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of Title 20, Chapter 6, Article 8; shall name Coconino County, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the County, and the bond shall otherwise be satisfactory in its scope and content as determined by the County in its sole and absolute judgment.

In the event the Independent Contractor fails to provide to County with the certificate and proof of bond assurance within seventy-two hours of the announcement of the project award then the County reserves the right to unilaterally rescind the Independent Contractor’s award of this project.

In the event the Independent Contractor provides to the County the certificate and proof of bond assurance and the County determines, in its sole and separate judgment, that the certificate and/or assurance is inadequate in any regard, then the County reserves the right to unilaterally rescind the Independent Contractor’s award of this project. The County’s judgment as to the adequacy of the certificate and the assurance is absolute and final, but must be exercised not later than the date and time when the County issues to the Independent Contractor the Notice to Proceed with the project. The County waives any objection to the County’s adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the County that the tender of proof required herein was made by the Independent Contractor, its agents, employees or persons acting on Independent Contractor’s behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the County in its sole and absolute judgment.

II. Compensation

In consideration of the services specified in this Agreement, the County agrees to pay the Independent Contractor in accordance with the following:
PHASE I: DESIGN AND RELATED SERVICES

Total compensation for the pre-construction services phase shall not exceed the sum of $127,277.00, including all direct costs, as identified in exhibit titled “Design Phase Services”, which is incorporated herein the same as it is set forth. This is the total fee for design services through 2023.

PHASE II: PROJECT CONSTRUCTION

Total compensation for the construction phase of the Project shall be set forth in the GMP amendment. Payment shall be due and payable pursuant to A.R.S. § 34-607. All invoices shall be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subcontractor charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subcontractor charges shall be supported by appropriate documentation with each separate invoice submitted.

The Independent Contractor shall not perform work in excess of the Contract Amount without prior authorization by an amendment executed by the County. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at the Independent Contractor’s own risk.

III. Term of Agreement

This Agreement, as approved by the Board of Supervisors, shall commence on the 1st day of January, 2019, and shall terminate on the 30th day of June, 2023 unless sooner terminated or further extended for project completion. The County and the Independent Contractor may extend this Agreement for such additional period or periods as may be required for project completion. Any extension shall be by formal written amendment executed by the parties hereto.

IV. Termination of Agreement

Either party may terminate this Agreement with thirty days written notice. The IC shall be paid for any services up to date of written Notice.

A. Termination by the COUNTY for Convenience

The performance of the Work under this Agreement may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Independent Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.
If the Agreement is terminated by the County as provided herein, the Independent Contractor shall receive compensation for any Work performed and accepted, prior to the termination, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

Termination of the Agreement or portion thereof by the County for convenience shall not relieve the Independent Contractor of its contractual responsibilities for the Work completed.

B. Termination for Cause

This Agreement may be terminated for cause upon the occurrence of one or more events:

If the Independent Contractor fails or neglects to carry out the Work in accordance with the provisions of the Agreement Documents, and fails, after ten (10) calendar days a written notice from County, to correct such failure or neglect and thereafter diligently pursue the project to completion;

1. If the Independent Contractor materially breaches this Agreement and fails, after ten (10) days written notice from the County, to correct such breach and thereafter diligently pursue the project to completion;

2. If a custodian, trustee or receiver is appointed for the Independent Contractor, or if the Independent Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or the Independent Contractor causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for the Independent Contractor, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Independent Contractor, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

3. If the President is incapable or unable to fully participate in the daily operations of work under this Agreement, the County may terminate this Agreement.

C. Remedies of the County Upon an Event of Default

Upon the occurrence of an Event of Default, the County shall have the right to terminate this Agreement upon an additional seven (7) Days written notice to the Independent Contractor, provided that the Independent Contractor has not commenced a cure within such seven (7) Day period.

Without prejudice to any other rights or remedies of the County, the County may:
1. Take possession of all data, reports, and work in progress in possession of the Independent Contractor or to which the Independent Contractor otherwise has right;

2. Accept assignment of Subcontracts; and

3. Finish the Work by whatever reasonable method the County may deem expedient.

When the County terminates the Agreement as aforesaid, the Independent Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance exceeds costs incurred in finishing the Work, such excess may be paid to the Independent Contractor, up to the amount due the Independent Contractor to the date of the termination. If such costs exceed the unpaid balance of the Agreement, the Independent Contractor shall pay the difference to the County.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

   | General Aggregate  | $2,000,000 |
   | Products/Completed Operations Aggregate | $2,000,000 |
   | Personal and Advertising Injury | $1,000,000 |
   | Fire Legal Liability | $50,000 |
   | Each Occurrence | $1,000,000 |

ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional
insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney’s fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers’ Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor’s obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.
VII. **Independent Contractor’s Status**

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers’ compensation insurance required by law.

B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. **Force Majeure**

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. **Immigration and Scrutinized Business**

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).
B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XI. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XII. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the “Records”) for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.
XIV. **Waiver**

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XV. **Non-assignment**

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVI. **Cancellation of Agreement**

This Agreement may be cancelled by the County pursuant to A.R.S. §38-511.

XVII. **Non-discrimination**

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. **Notice**

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party’s place of business as set forth above.

XIX. **Choice of Law**

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XX. **Severability**

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI. **Authority**

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligates Independent Contractor to the above terms and conditions.

XXII. **Independent Contractor’s Performance**

The Independent Contractor shall employ suitably trained and skilled personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel that the County relied upon in making this Agreement, the Independent Contractor shall obtain the approval of the County. For the purposes of this Article, the key personnel shall be those personnel whose resumes were included in the independent
Contractor’s proposal in response to Coconino County Request for Qualifications Number 2019-102.

The Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its efforts and other services furnished by the Independent Contractor under this Agreement. Without additional compensation, the Independent Contractor shall correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the willful or negligent acts or omissions of the Independent Contractor found during or after the course of the services performed by or for the Independent Contractor under this Agreement, to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The Independent Contractor’s responsibility for these corrections or revisions is regardless of the County having knowledge of or condoning/accepting the products or the services. Any such resolving of deficiencies shall be at no cost to the County.

Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

Subcontractor

The Independent Contractor will be fully responsible for all acts and omissions of its subcontractor(s) at every tier and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Independent Contractor is responsible for the acts and omissions of persons directly employed by the Independent Contractor. Nothing in this Agreement shall create any obligation on the part of the County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

The Independent Contractor shall ensure that all construction subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. The Independent Contractor shall not permit any subcontractor to perform work that does not fall within the scope of the subcontractor’s license, except as may be permitted under the Rules of the Registrar of Contractors. The Independent Contractor shall provide the County with the license numbers of any new or replacement subcontractors added after award.

For the purposes of the first paragraph of this Article, “subcontractor” includes consultants to the Independent Contractor.

XXIII. Delays

Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party’s performance is prevented by reason of an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including but not limited to: acts of God, acts of the public enemy, fires, floods, epidemics, strikes, freight embargoes, unusual delays in deliveries, unavoidable casualties or other causes beyond the parties’ control.
XXIV. Ownership Of Documents

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by the Independent Contractor under this Agreement shall vest in and become the property of the County and shall be delivered to the County upon completion or termination of the services, but the Independent Contractor may retain and use copies thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

C AND E PAVING & GRADING, LLC

By: ___________________________
Harvey K. Heckethorn
President

COCONINO COUNTY BOARD OF SUPERVISORS

By: ___________________________
Art Babbott
Chairman

ACKNOWLEDGED before me by Harvey K. Heckethorn as President of and for C and E Paving & Grading, LLC on this 7th day of November, 2018.

ATTEST:

Lindsay Daley
Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

June 9, 2021
My Commission Expires
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TERMS AND DEFINITIONS

Agreement – A written document signed by the County and the Independent Contractor covering the phase or phases of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets County requirements.

Amendment – A written instrument issued after execution of the Contract Documents signed by the County and the Independent Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

Asphaltic Concrete (AC) and Asphaltic Concrete Friction Course (ACFC) – ACFC is used as the final riding surface on high speed roadways where superior skid resistance is needed (such as rural highways and interstates).

Asphalt-rubber asphaltic concrete friction course (AR-ACFC) – is the asphalt rubber version of the 407 Standard Specifications for ACFC. Crumb rubber is blended with the asphalt cement to form an asphalt-rubber binder.

Construction Contract Time(s) – The number of days or the dates related to the construction phase(s) as stated in Construction Documents that applies to achievement of Substantial Completion of the Work.

Construction Documents – The project specifications and Construction Drawings (plans, elevations, details, etc.) prepared and approved for construction by the Design Professional and the County.

Construction Drawings – Completed drawings that visually represent the scope, extent and character of the Work to be furnished and performed by the Independent Contractor during the construction phase(s) and have been prepared and approved for construction by the Design Professional and the County.

Construction Fee – The Independent Contractor’s profit for the Construction phase of the project may be negotiated at the time of the Pre-Construction Services and noted in the Construction Services Agreement/Amendment.

Construction Manager at Risk (CMAR) – The Independent Contractor, firm, corporation, or other approved legal entity with whom the County has entered into this Agreement to provide services as detailed in this Agreement.
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Contingency, CMAR’s – CMAR’s Contingency is an amount the Independent Contractor may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the County for increases in General Condition Costs. The amount of the CMAR’s Contingency will be negotiated as a separate line item in each GMP proposal. CMAR’s Contingency is assumed to be a direct project cost, it shall receive all markups at the time of GMP submission.

Use and management of the CMAR’s Contingency is described in Appendix A, Section 2.7 of the Pre-construction Phase Services.

Contingency, Owner’s – A fund to cover cost growth during the Project used at the discretion of the County, usually for costs that result from County directed changes or unforeseen site conditions. The amount of the Owner’s Contingency will be set by the County and will be an addition to the project costs included in the Independent Contractor’s GMP packages. Use and management of the Owner’s Contingency is described in Appendix B, Section 6.2.4 of Phase I – Pre-Construction Services. While this amount is included in the Contract Amount, the right to use the Owner’s Contingency belongs solely with the County. The Independent Contractor shall have no claims to the Owner’s Contingency.

Contract Amount – The total cost for services as identified in Article III of the Agreement.

Contract Documents – means the following items and documents in descending order of precedence executed by the County and the Independent Contractor: (i) all written modifications, amendments and Change Orders; (ii) all Agreements, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Proposal or Proposals; (v) GMP Plans and Specifications.

Cost of the Work – The direct costs necessarily incurred by the Independent Contractor in the proper performance of the Work. The Independent Contractor shall allow the County “open book” pricing throughout the term of the Agreement. Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing, and related items. The Cost of the Work shall not include the Independent Contractor’s Construction Fee, General Conditions Cost, or taxes.

County (Owner) – Coconino County, a political subdivision of the State of Arizona, with whom the Independent Contractor has entered into this Agreement and for whom the services is to be provided pursuant to said Agreement.

Critical Path Schedule – The sequence of critical, time sensitive activities from the start of the Work to the Substantial Completion of the Project, for which any delay in the completion of these activities will extend the Substantial Completion date.

Day – Work day unless otherwise specifically noted in the Contract Documents.
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Deliverables – The work products prepared by the Independent Contractor in performing the scope of work described in this Agreement. Some of the major deliverables to be prepared and provided by the Independent Contractor during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, Value Engineering, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

Drawings (Plans) – Documents prepared by the Design Professional which visually represent the scope, extent and character of the Work to be furnished and performed. They are documents that have reached a sufficient stage of completion and have been released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design, preliminary design, detailed design at prescribed stages), but are not to be used for construction. Shop Drawings are not Drawings as so defined.

Fast Track – Commencement of construction on earlier phases of the project before the design of the later phases of a project is complete, without impairing either construction or design. By commencing with construction in this manner, it is anticipated that the project can be completed sooner.

Float – The number of Days by which an activity can be delayed without affecting other scheduled activities.

General Conditions Costs – Includes, but is not limited to the following types of costs for the Independent Contractor during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of contractors not in the direct employ of the CMAR or Subcontractors; and fees for licenses.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work including the CMAR’s Construction Fee, General Conditions Costs, all taxes, bonds, insurance, CMAR Contingency, and Owner.

GMP Plans and Specifications – The sets of plans and specifications provided pursuant to Appendix “B”, upon which the Guaranteed Maximum Price Proposal is based.
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Guaranteed Maximum Price (GMP) Proposal – The offer or proposal of the Independent Contractor submitted on the prescribed form setting forth the GMP prices for the entire Work, or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Appendix “B”.

Laws and Regulations: Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed (NTP) – A written notice given by County to the Independent Contractor fixing the date on which the Independent Contractor will start to perform the Independent Contractor’s obligations under this Agreement.

Open Book – Term used to describe the concept that allows the County to review all bids, invoices, contracts and accounting related to the project at any time.

Payment Request – The form that is accepted by the County and used by the Independent Contractor in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and/or the County.

Project – The work to be completed in the execution of this Agreement.

Project Team – The team consisting of the Design Professional, Independent Contractor, County Project Manager, County’s Client Department representatives, utility companies and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Agreement, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings – All drawings, diagrams, schedules and other data specifically prepared for the Work by the Independent Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

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

Subcontractor – A person, firm or corporation having a contract with the Independent Contractor to furnish services required as its independent professional associate or contractor with respect to the Project, or any individual or firm having a direct contract with the Independent Contractor or
APPENDIX A

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any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the Independent Contractor is responsible. Construction Subcontractors will be selected through the Subcontractor bid process described in Appendix B, paragraph 2.2.

**Substantial Completion** – When the Work, or an agreed upon portion of the Work, is sufficiently complete so that County can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) all systems in place, functional, and displayed to the County or its representative; (ii) all materials and equipment installed; (iii) all systems reviewed and accepted by the County; (iv) landscaping and site work; and (v) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase Agreement.

**Supplier** – A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by the Independent Contractor or any Subcontractor.

**Work** – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.
This Appendix provides a list of pre-construction services anticipated for this project. CMAR Pre-Construction Services include, but are not limited to, the following:

1 GENERAL

1.1 The Independent Contractor, to further the interests of the County, will perform the services required by, and in accordance with this Agreement, to the satisfaction of the County, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Coconino County, Arizona would exercise at such time, under similar conditions. The Independent Contractor will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

1.2 Project Evaluation: As a participating member of the Project Team, the Independent Contractor will provide to the County a written evaluation of the Project Plans, Specifications, and Engineer’s Estimate (PS&E) and Project Budget, with recommendations as to the appropriateness of each.

1.3 Project Meetings: The Independent Contractor will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

1.4 The Independent Contractor will provide design phase services, described herein, in a collaborative, proactive manner and consistent with the intent of the most current Drawings, Specifications, and Bid Tabulation. The Independent Contractor will promptly notify the County in writing whenever the Independent Contractor determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

1.5 The Independent Contractor, when requested by the County, will attend, make presentations and participate as may be appropriate in public agency and or community meetings related to the Project. The Independent Contractor will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

2 CONSTRUCTION MANAGEMENT PLAN

2.1 As agreed to in the resultant contract, The Independent Contractor will prepare a Construction Management Plan (CMP), which will include, but not be limited to, the Independent Contractor’s opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate sub-agreements to be awarded to Subcontractors and Suppliers for
APPENDIX B

PHASE I – PRE-CONSTRUCTION SERVICES

the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) the cost estimate and basis of the model, and, working with the Designer, create (i) a matrix summarizing each Project Team member’s responsibilities and roles.

2.2 The Independent Contractor will add detail to previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revision shall take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the County, or the Independent Contractor, (c) unresolved permitting issues, (d) the fast-tracking of any of the construction, or other chosen construction delivery methods, (e) the status of the procurement of long-lead time equipment (if any) and/or materials, and (f) funding issues (i.e. delays) identified by the County.

3 PROJECT SCHEDULE

3.1 The fundamental purpose of the Project Schedule is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members. The Project Team will utilize the schedule as a basis for managing and monitoring all members’ compliance with the requirements of the Project. Each Project Team member is responsible for their compliance with the Project Schedule requirements. The Project Schedule will be consistent with the most recent revised/upated CMP. The Independent Contractor will use scheduling software, acceptable to the County, to develop the Project Schedule. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing, as described below, is required, the Project Schedule will indicate milestone dates for the phases, once determined.

3.2 The Project Schedule shall include a diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the critical path.

3.3 The diagram schedule shall be in Calendar or Work Days, as may be agreed, and shall indicate task duration (earliest start/latest completion) for all activities. The float times for all activities shall be shown. The diagram shall be presented in a time scaled graphical format for the Project as a whole.

3.4 The schedule shall indicate all relationships between activities.

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

PHASE I – PRE-CONSTRUCTION SERVICES

3.6 The diagram schedule shall be based upon activities which coincide with the schedule of values.

3.7 The diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

3.8 The schedule will show milestones, including milestones for all Team members.

3.9 The schedule shall include anticipated rain delay during the performance of the construction contract as provided by the County.

3.10 The Project Schedule shall consider the Substantial Completion date requirements showing portions of the Project having priority, with Construction Contract Time.

3.11 The Project Schedule will be updated and maintained by the Independent Contractor throughout the design phase such that it will not require major changes at the start of the construction phase. The Independent Contractor will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required.

3.12 Project Phasing and/or Fast-Tracking: If phased or fast-tracked construction is deemed appropriate or necessary and the County approves, the Independent Contractor will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased or fast-tracked construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work.

4 DESIGN DOCUMENT REVIEWS

4.1 The Independent Contractor will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

4.2 The Independent Contractor will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the Independent Contractor to construct the Project. Before initiating construction operations, the Independent Contractor shall perform additional investigations necessary for an accurate cost model and subsequent GMP, included in their GMP Proposal, to improve the adequacy and completeness of the site condition information.

4.3 The Independent Contractor will advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, quality of selected materials, quality of construction, equipment and building systems, and, labor and material availability. The Independent Contractor will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist
APPENDIX B

PHASE I – PRE-CONSTRUCTION SERVICES

with respect to coordination of the Drawings and Specifications. The Independent Contractor will recommend cost effective alternatives.

4.4 The Independent Contractor will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

4.4.1 Constructability Reviews: Independent Contractor will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/presassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

4.4.2 Bidability Reviews: The Independent Contractor will check cross-references, complementary Drawings, and sections within the Specifications to evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in the opinion of the Independent Contractor, the Project is likely to be subject to differing site conditions.

4.4.3 At the time shown on the Project Schedule, the results of the reviews will be provided to the County in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the County, the Independent Contractor will meet with the County to discuss any findings, and review the reports.

4.4.4 The Independent Contractor’s reviews will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase. The Project Team shall address all the Independent Contractor’s comments in the Bidability review.

4.4.5 Notification of Variance or Deficiency: It is the Independent Contractor’s responsibility to insure that the Construction Documents are in accordance with
APPENDIX B

PHASE I – PRE-CONSTRUCTION SERVICES

applicable laws, statutes, ordinances, building codes, rules and regulations. If the Independent Contractor recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, then the Independent Contractor will promptly notify the Project Team in writing, describing the apparent variance or deficiency.

5 CONSTRUCTION COST ESTIMATES

5.1 Upon review of 60% and 90% and 100% plan sets and specifications, the Independent Contractor shall provide a detailed cost estimate and a written review of the documents within 14 days of receipt of the documents.

5.2 Upon review and cost estimate of the 90% design phase, the Independent Contractor will present the Final Draft Guaranteed Maximum Price (GMP) for the Project based on documentation available at each phase of the design project. The GMP shall include any assumptions, exclusions or concerns as an attachment to the GMP.

5.3 If any estimate submitted exceeds the County’s Project budget, then the Independent Contractor shall make appropriate recommendations on methods and materials that will bring the project back into budget.

5.4 The Independent Contractor shall keep the Project Team informed as to the major trend changes in costs relative to the County’s budget.

6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

6.1 The County may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the Independent Contractor will be based on and consistent with the current PS&E and any updated/revised cost estimate at the time of the request.

6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below:

6.2.1 The Cost of the Work is actual cost and is a not-to-exceed, reimbursable amount.

6.2.2 The General Conditions Costs are a firm fixed lump sum amount, which will include bonds and insurance premiums and all applicable taxes based on the full contract price for construction.

6.2.3 The Construction Fee is a firm fixed lump sum.

6.2.4 Owner’s Contingency are funds to be used at the discretion of the County to cover any increases in Project costs that result from County directed changes or unforeseen site conditions. Owner’s Contingency will be added to the GMP.
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PHASE I – PRE-CONSTRUCTION SERVICES

amount provided by the Independent Contractor, the sum of which will be the full contract price for construction. Though included in the contract amount, the Owner’s Contingency belongs to Coconino County. The Independent Contractor has no claims to this money except as directed by the County.

6.2.5 Markups for Construction Fee and taxes may be applied by the Independent Contractor at the time that Owner’s Contingency is used. These prescribed markups only apply to approved changes in the course of the Work and do not apply to the Independent Contractor’s preparation of the GMP.

6.2.5.1 The Independent Contractor shall be allowed to markup the cost for change order work for insurance, payment and performance bonds utilizing the same percentage used on the initial GMP.

6.2.6 The Independent Contractor will prepare its GMP in accordance with the County’s request for GMP Proposal requirements based on the most current completed plans, specifications, and bid tab at that time.

6.2.7 The Independent Contractor guarantees to deliver the completed project within the GMP. GMP savings resulting from a lower actual project cost than anticipated by the Independent Contractor remaining at the end of the project will revert to the County. Any costs above the GMP will be the responsibility of the Independent Contractor.

6.2.8 The Independent Contractor shall prepare initial contract GMP using the preliminary construction documents prepared by the County, which will be presented to the owner. The Independent Contractor may begin the preparation of the initial contract GMP on, or before, submission of the Final construction documents to the County.

7 SUB-CONTRACTOR AND MAJOR SUPPLIER SELECTIONS

7.1 Per A.R.S. 34-603, each person or firm shall submit a proposed subcontractor selection plan addressing the requirement that the proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

7.2 If the County objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, then the Independent Contractor will nominate a substitute Subcontractor or Supplier that is acceptable to the County.

7.3 The Independent Contractor will be required to prepare two different reports on the subcontracting process.

7.3.1 Upon completion of the Subcontractor or Supplier bidding process, the Independent Contractor shall submit a summary report to the County of the
APPENDIX B

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entire Subcontractor or Supplier selection process. The report will indicate, by selection process, all Subcontractors or Suppliers contacted to determine interest, the Subcontractors or Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors or Suppliers for each category of Work.

7.3.2 Within fifteen days after each major Subcontractor or Supplier bid opening process, the Independent Contractor will prepare a report for the County’s review and approval identifying the recommended Subcontractors or Supplier for each category of Work. The report will detail (a) the name of the recommended Subcontractor or Supplier and the amount of the Subcontractor or Supplier bid for each sub-agreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the Independent Contractor intends to self-perform, if any.

7.4 The approved Subcontractors or Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

8 PROJECT DURATION

The objective for this project is to reach substantial completion by no later than June 30, 2019.

9 COUNTY’S RESPONSIBILITIES

The County, at no cost to the Independent Contractor, will furnish the following information:

9.1 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

9.2 The County Project Manager will administer this Agreement and monitor the Independent Contractor’s compliance with all terms and conditions stated herein. All questions or requests for information from the County on any aspect of the work or Deliverables will be directed to the Project Manager.

9.3 Provide architectural and/or engineering design services for the Project.

9.4 Give prompt written notice to the Independent Contractor when the County becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the County may provide written notice to Independent Contractor that it intends to terminate the Agreement unless the problem cited is cured, per the Termination provisions outlined in the Agreement.

9.4.1 Notify the Independent Contractor of changes affecting the budget allocations or schedule
APPENDIX B

PHASE I – PRE-CONSTRUCTION SERVICES

9.5 The Coconino County is responsible for providing the Quality Assurance Plan.
Fiscal year 2019 – 2023 Pavement Preservation Plan

Coconino County spans more than 18,000 square miles and is one of the country’s largest geographical counties. In a typical year, historically, Coconino County Public Works will seek to complete pavement preservation treatments across a wide range of County roads including collectors, arterials, and local roads. The distance between suppliers and job site locations may be considerable in any given year. The County may perform numerous treatments in the term of the CMAR including chip seals, cape seals, crack seals, fog seals, rejuvenation seals, conventional asphalt overlays, thin asphalt overlays, asphalt concrete friction course, asphalt remove, replace, and repair, slurry seals, hot in place recycle, and cold in place recycle.

The anticipated pavement preservation program in fiscal year 2019 shall include approximately 40 miles of chip sealing and fog sealing, 10 miles of crack filling, 5 miles of asphalt overlays. The areas in the 7-year plan included for fiscal year 2019 include work in Doney Park and Timberline overlay and chip seal project which are North of Flagstaff, AZ. The Mountainaire Subdivision chip sealing and overlay project which is South of Flagstaff, and the Perkinsville Road chip sealing project which is South of Williams, AZ.

**Disclaimer:** Coconino County Pavement Preservation projects are possible because of voter approval of Proposition 403: The Road Maintenance Ballot Measure in November 2014. Pavement Preservation projects listed here are in lane miles. Project schedules are presented in County Fiscal Years (FY) and are estimates that are subject to change based on funding variables that include seasonal snow severity, unanticipated road/bridge failures, new mandated programs, response to natural disasters, economic downturns, commodity cost fluctuations and further reductions in Highway User Revenue Funds (HURF). All projects listed are for County maintained roads and have been selected based on a variety of criteria including current road conditions.
COCONINO COUNTY PUBLIC WORKS
PAVEMENT PRESERVATION PROJECTS THROUGH 2023

CONSTRUCTION MANAGER AT RISK

Design Phase Services

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

PROJECT NUMBER: 2019-102
PHASE - ONE
EXHIBIT D - FEE PROPOSAL SUMMARY
for
C and E Paving & Grading L.L.C.
Coconino County Public Works
Pavement Preservation Projects through 2023

FEE BREAKDOWN PER YEAR

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Estimated Design Fee</th>
<th>Reimbursable Expenses</th>
<th>Total Fee</th>
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<td>$720.00</td>
<td>$23,761.00</td>
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<td>2020</td>
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<td>2021</td>
<td>$24,735.00</td>
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<td>$25,455.00</td>
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<td>2022</td>
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<td>$720.00</td>
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<tr>
<td>2023</td>
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<td>$27,151.00</td>
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**TOTAL ESTIMATED FEE**

$127,277.00
**C and E Paving & Grading L.L.C.**  
Coconino County Public Works  
Pavement Preservation Project - 2019  
Construction Manager at Risk

**DERIVATION OF COST PROPOSAL**  
*Design Phase Services*  
(Round Figures to the nearest $1)

**ESTIMATED DIRECT LABOR**

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<th>Classification</th>
<th>Estimated Hours</th>
<th>Rate</th>
<th>Labor Costs</th>
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<td>Engineer / Estimator</td>
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<td>Secretary / Admin.</td>
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<td><strong>18,213</strong></td>
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Total Estimated Labor: $18,213  
Provisional OVERHEAD @ 15% $2,733  
Sub-Total: $20,946

**OTHER DIRECT COSTS**

- Travel: $0  
- Reproduction: $720  
- Other: $0  

Total Estimated Other Direct Costs: $720

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

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<th>Hours</th>
<th>Cost</th>
<th>Method of Compensation</th>
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Total Estimated Outside Services: $0

Total Estimated Cost to Consultant: $20,946  
Fee (Direct Labor + Overhead) \* Multiplier @ 10.0% $2,095  
TOTAL FEE: $23,041  
Other Direct Costs (Article 4.3) $720  
TOTAL ESTIMATED COST $23,761

Corkey Heckethorn  
Project Manager  
11-05-2018  
Date
## Detailed Work Hour Estimate

### 2.1 General

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TOTAL HOURS</th>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Ctr. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>Preliminary Site Visits</td>
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**Subtotal**

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<tr>
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### 2.2 Construction Management Plan

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<th>Project Manager</th>
<th>Sr Eng. / Ctr. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>2.2.1 Prepare CMP (written document)</td>
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<td>2.2.1 Incorporate CMP Review Comments</td>
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**Subtotal**

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<th>Sr Eng. / Ctr. Estim.</th>
<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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### 2.3 Project Schedule

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<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Ctr. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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**Subtotal**

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### 2.4 Design Document Review

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<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>2.4.1 Periodic Evaluation of Construction Market</td>
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<td>2.4.3 Informal Design Document Reviews</td>
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<td>2.4.4 Formal Plan Review/Scope Evaluation/Constructability/Bidability Reviews</td>
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**Subtotal**

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<th>Engineer / Estimator</th>
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## Detailed Work Hour Estimate

### 2.6 COST ESTIMATES

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<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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### 2.6 DBE REQUIREMENTS

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<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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### 2.7 GMP PROPOSALS

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<td>County-GMP Review Meetings</td>
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### 2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

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### ALLOWANCES BREAKDOWN

#### Travel

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<td>Miles to Site</td>
<td>trips/month x months x miles/trip = total miles @ per mile</td>
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<td>Miles to Owner Office</td>
<td>trips/month x months x miles/trip = total miles @ per mile</td>
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<tr>
<td>Auto Rental</td>
<td>days @ miles @ per day = per gal.</td>
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<tr>
<td>Auto Rental (Fuel)</td>
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<tr>
<td>Lodging</td>
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<tr>
<td>Meals</td>
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<td>Airfare</td>
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Sub-total Travel: $0

#### Reproduction

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</tr>
<tr>
<td>Copies, 11&quot;x17&quot;</td>
<td>copies/month x months = copies @ per copy =</td>
</tr>
<tr>
<td>Plots - Bend</td>
<td>sheets x copy per submittal x per s.f. =</td>
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<td>Plots - Vellum</td>
<td>sheets x copy per submittal x s.f./sheet @ per s.f. =</td>
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<td>Plots - Mylar</td>
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<tr>
<td>Outside Repro.</td>
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Sub-total Reproduction: $720

#### Other

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<tr>
<td>Local Delivery Service</td>
<td>trips/month @ $8.00 per trip x months</td>
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<tr>
<td>Express Mail Service</td>
<td>packages/month @ $12.00 per package x months</td>
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<tr>
<td>Special Supplies</td>
<td>(Foam Core Mounting)</td>
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Sub-total Other: $0

TOTAL OTHER DIRECT COSTS: $720
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<th>TASK DESCRIPTION</th>
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<th>Project Manager</th>
<th>Sr. Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contractor Coordinator</th>
<th>Secrecy / Adm.</th>
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Cassette County - Design Phase
EXHIBIT B - Hourly Rate Schedule - 2019

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to Coconino County Public Works

LIST OF CLASSIFICATIONS:

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<th>Classification</th>
<th>Direct Labor Rate</th>
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CONSTRUCTION MANAGER AT RISK

Design Phase Services

For

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

PROJECT NUMBER: 2020-102
PHASE - ONE
EXHIBIT D - FEE PROPOSAL SUMMARY
for
C and E Paving & Grading L.L.C.
Coconino County Public Works
Pavement Preservation Projects through 2023

FEE BREAKDOWN PER YEAR

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<td>Reimbursable Expenses</td>
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**C and E Paving & Grading L.L.C.**  
Coconino County Public Works  
Pavement Preservation Project - 2020  
Construction Manager at Risk

**DERIVATION OF COST PROPOSAL**  
Design Phase Services  
(Round Figures to the nearest $1)

<table>
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**Total Hours:** 335  
**Total Estimated Labor:** $18,883

**Provisional OVERHEAD @ 15%:** $2,833

**Sub-Total:** $21,716

**OTHER DIRECT COSTS**

- Travel: $0
- Reproduction: $720
- Other: $0

**Total Estimated Other Direct Costs:** $720

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

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<th>Hours</th>
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**Total Estimated Outside Services:** $0

**Total Estimated Cost to Consultant:** $21,716

**Fee (Direct Labor + Overhead x Multiplier) @ 10.0%:** $2,172

**TOTAL FEE:** $23,888

**Other Direct Costs (Article 4.3):** $720

**TOTAL ESTIMATED COST:** $24,608

---

Corkey Heckethorn  
Project Manager  
Date: 11-05-2018

---

Page 2  
Coconino County 2020 CMR-Design Phase
### Detailed Work Hour Estimate

#### 2.1 GENERAL

<table>
<thead>
<tr>
<th>Activity</th>
<th>Total Hours</th>
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<th>Project Manager</th>
<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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#### 2.2 CONSTRUCTION MANAGEMENT PLAN

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<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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#### 2.3 PROJECT SCHEDULE

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<th>Engineer / Estimator</th>
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#### 2.4 DESIGN DOCUMENT REVIEW

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Page 3 of 7

---

17. 04/02/2019 | Public Works | First Amendment of Agreement -C and E Paving & Grading LLC for CMAR... 4/2/2019 Page 60 of 107
### Detailed Work Hour Estimate

#### 2.6 Cost Estimates

<table>
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<td>17</td>
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#### 2.6 DBE Requirements

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<th>Engineer / Estimator</th>
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#### 2.8 Subcontractors & Supplier Selections

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## ALLOWANCES BREAKDOWN

### Travel

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<tr>
<th>Description</th>
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<td>Miles to Site</td>
<td>trips/month x</td>
<td>months × miles/trip</td>
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<tr>
<td>Miles to Owner Office</td>
<td>trips/month x</td>
<td>months × miles/trip</td>
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<tr>
<td>Auto Rental</td>
<td>days @</td>
<td>per day × per mile</td>
</tr>
<tr>
<td>Auto Rental (Fuel)</td>
<td>miles @</td>
<td>mpg @ per gal.</td>
</tr>
<tr>
<td>Lodging</td>
<td>people / @</td>
<td>per day for days = days × trip =</td>
</tr>
<tr>
<td>Meals</td>
<td>people / @</td>
<td>per day for</td>
</tr>
<tr>
<td>Airfare</td>
<td>people / @</td>
<td>per person for</td>
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Sub-total Travel: $6

### Reproduction

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<td>copies/month x</td>
<td>months × per copy =</td>
</tr>
<tr>
<td>Copies, 11”x17”</td>
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<td>months × per copy =</td>
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<tr>
<td>Plots - Bend</td>
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<td>copy per submittal x × s.f./sheet @ per s.f. =</td>
</tr>
<tr>
<td>Plots - Vellum</td>
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<td>Outside Repro.</td>
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Sub-total Reproduction: $720

### Other

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<td>Local Delivery Service</td>
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<tr>
<td>Express Mail Service</td>
<td>packages/month @</td>
<td>$12.00 per package × months</td>
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Sub-total Other: $0

### TOTAL OTHER DIRECT COSTS

Sub-total Other: $720
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<th>Project Manager</th>
<th>Sr Reg / Chf. Estim.</th>
<th>Engineer / Estimator</th>
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<th>Surveyor / Admin.</th>
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<td>Hours</td>
<td>Total Labor Rate</td>
<td>Hours</td>
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<td>Hours</td>
<td>Total Labor Rate</td>
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Page 6 of 7
EXHIBIT B - Hourly Rate Schedule - 2020

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to Coconino County Public Works

LIST OF CLASSIFICATIONS:

<table>
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<th>Classification</th>
<th>Direct Labor Rate</th>
<th>Total Labor Rate</th>
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<td>Project Manager</td>
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<td>Secretary / Administrator</td>
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COCONINO COUNTY PUBLIC WORKS
PAVEMENT PRESERVATION PROJECTS THROUGH 2023

CONSTRUCTION MANAGER AT RISK

Design Phase Services
For
C and E Paving & Grading L.L.C.

PROJECT NUMBER: 2021-102
PHASE - ONE
**EXHIBIT D - FEE PROPOSAL SUMMARY**

for
C and E Paving & Grading LLC.

Coconino County Public Works

Pavement Preservation Projects through 2023

FEE BREAKDOWN PER YEAR

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<td>Reimbursable Expenses</td>
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<td>$25,455.00</td>
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<td>$26,431.00</td>
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TOTAL ESTIMATED FEE | $127,277.00
C and E Paving & Grading L.L.C.  
Coconino County Public Works  
Pavement Preservation Project - 2021  
Construction Manager at Risk  

DERIVATION OF COST PROPOSAL  
Design Phase Services  
(Round Figures to the nearest $1)

### ESTIMATED DIRECT LABOR

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<th>Average Hourly Rate</th>
<th>Labor Costs</th>
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Total Estimated Labor: $19,553  
Provisional OVERHEAD @ 15%: $2,933  
Sub-Total: $22,486

### OTHER DIRECT COSTS

- Travel: $0  
- Reproduction: $720  
- Other: $0  
Total Estimated Other Direct Costs: $720

### ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

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<th>Cost (CPNP, LS)</th>
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<td>$0 LS</td>
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<td>$0 LS</td>
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Total Estimated Outside Services: $0

Total Estimated Cost to Consultant: $22,486  
Fee (Direct Labor + Overhead) x Multiplier @ 10.0%: $2,249  
TOTAL FEE: $24,735  
Other Direct Costs (Article 4.3): $720  

TOTAL ESTIMATED COST: $25,455

Date: 11-05-2018

Corkey Heckethorn  
Project Manager
# Detailed Work Hour Estimate

## 2.1 General

<table>
<thead>
<tr>
<th>Activity</th>
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<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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## 2.2 Construction Management Plan

<table>
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<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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## 2.3 Project Schedule

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## 2.4 Design Document Review

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<th>Secretary / Admin.</th>
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### Detailed Work Hour Estimate

#### 2.5 Cost Estimates

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<th>Engineer/Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary/Admin.</th>
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<tr>
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**Subtotal** 41 0 23 13 0 0 5

#### 2.6 DBE Requirements

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<th>Secretary/Admin.</th>
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<td>2.6.1. Goal Setting Meeting</td>
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**Subtotal** 0 0 0 0 0 0 0

#### 2.7 GMP Proposals

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<th>Project Manager</th>
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<th>Engineer/Estimator</th>
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**Subtotal** 46 0 21 19 0 0 6

#### 2.8 Subcontractors & Supplier Selections

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<td>Produce Bid Summary</td>
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<td>Conduct Post Bid Meetings w/subs</td>
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**Subtotal** 67 0 31 18 0 0 13
# Allowances Breakdown

## Travel

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<td>Miles to Site</td>
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<tr>
<td>Miles to Owner Office</td>
<td>Trips/month x Months x Miles/trip =</td>
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<tr>
<td>Auto Rental</td>
<td>Days @ Days @ per day =</td>
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<tr>
<td>Auto Rental (Fuel)</td>
<td>Miles @ Miles @ mpg @ per gals =</td>
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<tr>
<td>Lodging</td>
<td>People/ @ Days =</td>
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<tr>
<td>Meals</td>
<td>People/ @ Days =</td>
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<tr>
<td>Airfare</td>
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**Sub-total Travel:** $0

## Reproduction

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<tr>
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<tbody>
<tr>
<td>Copies, 8.5&quot;x11&quot;</td>
<td>Copies/month x Months =</td>
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<td>Copies, 11&quot;x17&quot;</td>
<td>Copies/month x Months =</td>
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</tr>
<tr>
<td>Plots - Bond</td>
<td>Sheets @ Copy per Submittal x s.f./sheet @</td>
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<tr>
<td>Plots - Vellum</td>
<td>Sheets @ Copy per Submittal x s.f./sheet @</td>
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<td>Plots - Mylar</td>
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<tr>
<td>Outside Repro.</td>
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**Sub-total Reproduction:** $720

## Other

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<tr>
<td>Film and Processing</td>
<td>Rolls @ $20.00 per 36 exposure roll =</td>
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<tr>
<td>Local Delivery Service</td>
<td>Trips/month @ $8.00 per trip x Months =</td>
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<td>Express Mail Service</td>
<td>Packages/month @ $12.00 per package x Months=</td>
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**Sub-total Other:** $0

**Total Other Direct Costs:** $720
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<th>TASK DESCRIPTION</th>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>161</td>
<td>$12,035</td>
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Cocinno County Public Works
Pavement Preservation Project - 2021
Construction Manager at Risk
EXHIBIT B - Hourly Rate Schedule - 2021

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to Coconino County Public Works

<table>
<thead>
<tr>
<th>Classification</th>
<th>Direct Labor Rate</th>
<th>Total Labor Rate</th>
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<td>Project Manager</td>
<td>$65.00</td>
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<td>Sr. Engineer / Chief Estimator</td>
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<td>$32.78</td>
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<td>Secretary / Administrator</td>
<td>$23.00</td>
<td>$26.45</td>
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</table>
COCONINO COUNTY PUBLIC WORKS
PAVEMENT PRESERVATION PROJECTS THROUGH 2023

CONSTRUCTION MANAGER AT RISK

Design Phase Services
For
C and E Paving & Grading L.L.C.

PROJECT NUMBER: 2022-102
PHASE - ONE
EXHIBIT D - FEE PROPOSAL SUMMARY
for
C and E Paving & Grading L.L.C.

Coconino County Public Works
Pavement Preservation Projects through 2023

FEE BREAKDOWN PER YEAR

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Estimated Design Fee</th>
<th>Reimbursable Expenses</th>
<th>Total Fee</th>
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<tr>
<td>2019</td>
<td>$23,041.00</td>
<td>$720.00</td>
<td>$23,761.00</td>
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<td>2020</td>
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<td>2021</td>
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<td>2023</td>
<td>$26,431.00</td>
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<td>$27,151.00</td>
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TOTAL ESTIMATED FEE $127,277.00
**C and E Paving & Grading L.L.C.**

Coconino County Public Works
Pavement Preservation Project - 2022
Construction Manager at Risk

**DERIVATION OF COST PROPOSAL**

Design Phase Services
(Round Figures to the nearest $1)

**ESTIMATED DIRECT LABOR**

<table>
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<th>Estimated Hours</th>
<th>Rate</th>
<th>Labor Costs</th>
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<td>$0.00</td>
<td>$0</td>
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<tr>
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<td>Engineer / Estimator</td>
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<td>Contracts Coordinator</td>
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Total Estimated Labor: $20,223
Provisional OVERHEAD @ 15% $3,033
Sub-Total: $23,256

**OTHER DIRECT COSTS**

Travel: $0
Reproduction: $720
Other: $0
Total Estimated Other Direct Costs: $720

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

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Total Estimated Outside Services: $0

Total Estimated Cost to Consultant: $23,256
Fee (Direct Labor + Overhead) $2,326
x Multiplier @ 10.0% $25,582

**TOTAL FEE:** $25,582
Other Direct Costs (Article 4.3) $720

**TOTAL ESTIMATED COST** $26,302

**Signature:**

Corkey Heckethorn
Project Manager

Date: 11/05/2019

Page 2

Coconino County 2019 CMR-Design Phase
**Detailed Work Hour Estimate**

### 2.1 General

<table>
<thead>
<tr>
<th>Activity</th>
<th>Total Hours</th>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>2.1.5 Special Workshops or Public Meetings ALLOWANCE</td>
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<th>Secretary / Admin.</th>
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### 2.3 Project Schedule

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<th>Secretary / Admin.</th>
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## Detailed Work Hour Estimate

### 2.5 COST ESTIMATES

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<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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<td>30% design submittal</td>
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<td>budget provide written reports, trend logs</td>
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### 2.6 DBE REQUIREMENTS

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### 2.7 GMP PROPOSALS

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<th>Project Manager</th>
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<th>Engineer / Estimator</th>
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### 2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

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<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>Prepare List of Potential Subcontractors</td>
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<td>Prepare GMP Bid Packages</td>
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<td>Produce Bid Summary</td>
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<td>Conduct Post Bid Meetings w/subs</td>
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<td>Prepare &amp; issue Subcontracts</td>
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Page 4 of 7
### ALLOWANCES BREAKDOWN

#### Travel

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<td>Miles to Site</td>
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<td>Miles to Owner Office</td>
<td>trips/month x months x miles/trip</td>
</tr>
<tr>
<td>Auto Rental</td>
<td>days @ per day = miles @ per gal.</td>
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<tr>
<td>Auto Rental (Fuel)</td>
<td>people @ per day for</td>
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<tr>
<td>Lodging</td>
<td>people @ per day for</td>
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<td>Meals</td>
<td>people @ per person for</td>
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<td>Airfare</td>
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Sub-total Travel: $0

#### Reproduction

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<tr>
<td>Copies, 11&quot;x17&quot;</td>
<td>copies/month x months = per copy =</td>
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<tr>
<td>Plots - Bond</td>
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<td>Plots - Vellum</td>
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<td>Plots - Mylar</td>
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Sub-total Reproduction: $720

#### Other

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<td>Local Delivery Service</td>
<td>trips/month @ $8.00 per trip x months</td>
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<td>Express Mail Service</td>
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Sub-total Other: $0

TOTAL OTHER DIRECT COSTS $720
## C and E Paving & Grading L.L.C.
Coconino County Public Works
Pavement Preservation Project - J822
Construction Manager at Risk

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<td>2.4 DESIGN DOCUMENT REVIEW</td>
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<td>2.5 COST ESTIMATES</td>
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<td>2.6 DRI REQUIREMENTS</td>
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<td>2.7 GMP PROPOSALS</td>
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<td>2.8 SUBCONTRACTORS &amp; SUPPLIER SELECTIONS</td>
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<td>TOTAL</td>
<td>- $0 161</td>
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Coconino County - Design Phase
EXHIBIT B - Hourly Rate Schedule - 2022

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to Coconino County Public Works.

**LIST OF CLASSIFICATIONS:**

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<th>Total Labor Rate</th>
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<td>Sr. Engineer / Chief Estimator</td>
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COCONINO COUNTY PUBLIC WORKS
PAVEMENT PRESERVATION PROJECTS THROUGH 2023

CONSTRUCTION MANAGER AT RISK

Design Phase Services
For
C and E Paving & Grading L.L.C.

PROJECT NUMBER: 2023-102
PHASE - ONE
EXHIBIT D - FEE PROPOSAL SUMMARY
for
C and E Paving & Grading L.L.C.

Coconino County Public Works

Pavement Preservation Projects through 2023

FEE BREAKDOWN PER YEAR

|-------------|----------|----------|----------|----------|----------|

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<th>Reimbursable Expenses</th>
<th>Total Fee</th>
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<td>2020</td>
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<td>2021</td>
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TOTAL ESTIMATED FEE $127,277.00
### DERIVATION OF COST PROPOSAL

**Design Phase Services**

(Round Figures to the nearest $1)

#### ESTIMATED DIRECT LABOR

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<th>Average Labor Costs</th>
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<td>Project Manager</td>
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**Total Hours:** 335  
**Total Estimated Labor:** $20,893  
**Provisional OVERHEAD @ 15%** $3,135  
**Sub-Total:** $24,028

#### OTHER DIRECT COSTS

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<td>Reproduction</td>
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<tr>
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**Total Estimated Other Direct Costs:** $720

#### ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

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<th>Hours</th>
<th>Cost (CPNL, LS)</th>
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<tbody>
<tr>
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</tr>
<tr>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
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<td>$0.00</td>
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**Total Estimated Outside Services:** $0

**Total Estimated Cost to Consultant:** $24,028  
**Fee (Direct Labor + Overhead x Multiplier) @ 10.0%** $2,403  
**TOTAL FEE:** $26,431  
**Other Direct Costs (Article 4.3)** $720

**TOTAL ESTIMATED COST:** $27,151

---

Corkey Heckethorn  
Project Manager  
Date: 11-5-2018
## Detailed Work Hour Estimate

### 2.1 GENERAL

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TOTAL HOURS</th>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Sr Eng. / Chf. Estim.</th>
<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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### 2.2 CONSTRUCTION MANAGEMENT PLAN

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<th>Engineer / Estimator</th>
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### 2.3 PROJECT SCHEDULE

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### 2.4 DESIGN DOCUMENT REVIEW

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<th>Engineer / Estimator</th>
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<th>Secretary / Admin.</th>
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### Detailed Work Hour Estimate

#### 2.5 COST ESTIMATES

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<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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<td>2.5.1. Formal Cost Model and write-up for 30% design submittal</td>
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#### 2.6 DBE REQUIREMENTS

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<th>Project Manager</th>
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<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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#### 2.7 GMP PROPOSALS

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<th>Engineer / Estimator</th>
<th>Contracts Coordinator</th>
<th>Secretary / Admin.</th>
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#### 2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

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<th>Secretary / Admin.</th>
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### Allowances Breakdown

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<td>Miles to Owner Office</td>
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<td>Auto Rental (Fuel)</td>
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<td>Lodging</td>
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<td></td>
<td>Meals</td>
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**Sub-total Travel:** $0

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<th>Description</th>
<th>Calculation</th>
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<td>Copies, 11&quot;x17&quot;</td>
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<tr>
<td>Plots - Bond</td>
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<td>Plots - Vellum</td>
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<td>per s.f. =</td>
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**Sub-total Reproduction:** $720

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<td>Express Mail Service</td>
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**Sub-total Other:** $0

**Total Other Direct Costs:** $720
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<th>Project Manager</th>
<th>Sr Eng. / Chf. Est.</th>
<th>Engineer / Estimator</th>
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EXHIBIT B - Hourly Rate Schedule - 2023

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to Coconino County Public Works.

LIST OF CLASSIFICATIONS:

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<tr>
<td>Engineer / Estimator</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contracts Coordinator</td>
<td>$32.50</td>
<td>$37.38</td>
</tr>
<tr>
<td>Secretary / Administrator</td>
<td>$27.00</td>
<td>$31.05</td>
</tr>
</tbody>
</table>
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 2/27/2019

**Producer:** Crest Insurance Group, LLC  
5285 E Williams Cir, Ste 4500  
Tucson AZ 85711

**Insured:** C and E Paving & Grading, LLC  
P. O. Box 551  
Flagstaff AZ 86002

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## Coverages

| Certificate Number: | 1063573883 | Revision Number: |

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

### General Liability

- **Policy Number:** CLP3668771  
- **Effective Date (MM/DD/YYYY):** 5/30/2018  
- **Expiration Date (MM/DD/YYYY):** 5/30/2019  
- **Limit:** $1,000,000

### Automobile Liability

- **Policy Number:** CAP3668770  
- **Effective Date (MM/DD/YYYY):** 5/30/2018  
- **Expiration Date (MM/DD/YYYY):** 5/30/2019  
- **Limit:** $1,000,000

### Umbrella Liability

- **Policy Number:** CUP2814419  
- **Effective Date (MM/DD/YYYY):** 5/30/2018  
- **Expiration Date (MM/DD/YYYY):** 5/30/2019  
- **Limit:** $4,000,000

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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

- Leased/Rented Equipment

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**Certificate Holder:** Coconino County and Coconino County Flood Control  
5600 Commerce Ave  
Flagstaff AZ 86004

**Authorized Representative:**

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**Cancellation:**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

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4/2/2019 Page 89 of 107
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2018  Policy No. 1016728  Endorsement No. 4
Insured C and E Paving & Grading LLC  Premium $ 500

Insurance Company CopperPoint Mutual Insurance Company  Countersigned by

WC 00 03 13  (Ed. 4-84)
TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an $\times$ in the box next to the caption of such provision.

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<th>B. Contractors Automatic Additional Insured Coverage – Ongoing Operations</th>
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<td>Q. Property Damage to the Named Insured's Work</td>
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<td></td>
<td>X. Additional Insured – Engineers, Architects or Surveyors</td>
</tr>
</tbody>
</table>

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to SECTION II - WHO IS AN INSURED:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but
only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item A.2.b. of the COMMON POLICY CONDITIONS, is deleted and replaced with the following:
A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item 12.b. of SECTION V - DEFINITIONS, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of SECTION I, COVERAGE B is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item 14. of SECTION V - DEFINITIONS, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item 2. Exclusions of SECTION I, COVERAGE B, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees' knowledge or consent;
"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A, is deleted.

J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:
   a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

   (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of SECTION V - DEFINITIONS, is deleted and replaced with the following.

9. "Insured Contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

   (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies SECTION III - LIMITS OF INSURANCE.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:

   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
E. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of SECTION I, COVERAGE A, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item 2.a. (1)(a) of SECTION II - WHO IS AN INSURED, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A, do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the OTHER INSURANCE condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of SECTION I, COVERAGE A, is deleted and replaced with the following:

I. Damage to Your Work
"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of $50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A. is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and SECTION III - LIMITS OF INSURANCE is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A, is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to SECTION V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. For the purposes of this coverage, the definition of “property damage” in SECTION V – DEFINITIONS is replaced by the following:

“Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your ongoing operations; or operations included within the “products-completed operations hazard”, the policy to which this coverage is attached shall apply as excess insurance over coverage available to “you” under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a “residential project” or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to Section V – Definitions

“Residential project” means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives and planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A “residential project” does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSUREDs - MANAgERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured
as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or

2. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the project designated in the contract, performed for that additional insured and included in the “products-completed operations hazard”.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.
This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage
19 - Glass Repair – Waiver of Deductible

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. - WHO IS AN INSURED - Paragraph d. is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.
3. **AUTOMATIC ADDITIONAL INSURED**

   **SECTION II – WHO IS AN INSURED, Paragraph A.1,** is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

   The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

   This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

   1. Such "insured" is a Named Insured under such other insurance; and
   2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

   Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. **EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

   The **COMMON POLICY CONDITIONS, Item A.2.b.** is deleted and replaced with the following:

   **A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

7. **WHEN WE DO NOT RENEW**

   **SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item B.9.:**

   a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

   b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

8. **NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

   **SECTION IV - BUSINESS AUTO CONDITIONS, Item A.2.a.** is deleted and replaced with the following:

   **2. Duties in the Event of Accident, Claim Suit or Loss:**

   a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:
(1) How, when and where the "accident" or "loss" occurred;
(2) The "insured's" name and address; and
(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the Section II - Covered Autos Liability Coverage, Paragraph A.1. 
Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph 5.f. of the Other Insurance - Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph C. is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph c. is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:
(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;
(b) The actual cash value; or
(c) Cost of repair.

Our obligation to pay for a loss in (c)(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1) above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The Fellow Employee Exclusion contained in Section II.B.5. does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses, is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;
(b) The actual cash value; or
(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   (a) The number of days reasonably required to repair or replace the covered "auto";
   or,

   (b) 30 days.

   (c) Our payment is limited to the lesser of the following amounts:

   (1) Necessary and actual expenses incurred; or

   (2) $50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.
18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Consideration and possible action on Resolution 2019-08, supporting for the permanent withdrawal of the Grand Canyon and surrounding watershed acreage from mining and other forms of withdrawal and appropriation of public lands.

RECOMMENDED MOTION:

Adopt Resolution 2019-08, supporting for the permanent withdrawal of the Grand Canyon and surrounding watershed acreage from mining and other forms of withdrawal and appropriation of public lands.

BACKGROUND:

In 2008, the Coconino County Board adopted resolution 2008-09 which included the policy statement, "The Coconino County Board of Supervisors opposes uranium development on lands in the proximity of the Grand Canyon National Park and its watersheds".

On February 26th, Representative Raul Grijalva introduced H.R. 1373, the Grand Canyon Centennial Protection Act, which will permanently withdraw the Grand Canyon and its watershed from any mining or other extraction possibilities. This bill, if enacted, would remove over 1 million acres from mining applications around the Grand Canyon, the majority of which would be in Coconino County.

The County advocacy team in Public Affairs has operated under the 2008 resolution to support this and other such legislation but a request was made to consider a newer resolution with a clear policy position in support of legislation that ends mining in the Grand Canyon National Park and its watershed.

ALTERNATIVES:

The Board could choose to amend the resolution or decline to action.
FISCAL IMPACT:

None

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-08
3 - H.R. 1373
4 - H.R. 1373 COSPONSORS
5 - RESOLUTION 2008-9
6 - PROTECTION ACT MAP
RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, IN SUPPORT OF THE PERMANENT WITHDRAWAL OF THE GRAND CANYON AND SURROUNDING WATERSHED ACREAGE FROM MINING AND OTHER FORMS OF WITHDRAWAL AND APPROPRIATION OF PUBLIC LANDS.

WHEREAS, Coconino County previously adopted a resolution (No. 2008-09) which stated clearly that the County “opposes uranium development on lands in the proximity of the Grand Canyon National Park and its watersheds”; and

WHEREAS, U.S. Rep. Raul Grijalva, along with 27 cosponsors including Rep. Tom O’Halleran, introduced H.R. 1373, the Grand Canyon Centennial Protection Act, on February 26th, 2019 which will prohibit all mining and other extractions within the Grand Canyon National Park and its watershed, protecting over one-million acres from mining contamination; and

WHEREAS, the negative health impacts of uranium mining are evident throughout the County and within the Grand Canyon National Park and its watershed with radioactive waste from uranium mining;

NOW THEREFORE BE IT RESOLVED, that the Coconino County Board of Supervisors reaffirms Resolution 2008-09 and opposes uranium mining in the Grand Canyon National Park and its watershed;

AND BE IT FURTHER RESOLVED, that Coconino County supports and urges passage of legislation that will permanently prohibit future mining and other forms of withdrawal and appropriation of public lands in the Grand Canyon National Park and its watershed.

PASSED and ADOPTED this 26th day of March, 2019.

AYES:

NO’S:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

______________________________________
(SEAL) Art Babbott, Chairman
To protect, for current and future generations, the watershed, ecosystem, and cultural heritage of the Grand Canyon region in the State of Arizona, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 26, 2019

Mr. Grijalva (for himself, Mr. O’Halleran, Mrs. Napolitano, Mr. Lowenthal, Mrs. Dingell, Mr. Huffman, Mr. Cox of California, Ms. Haaland, Mr. Levin of California, Mr. Quigley, Mr. McNerney, Mr. Sablan, Mr. Carr, Ms. DeGette, Ms. Schakowsky, Mr. Galloway, Mr. McEachin, Ms. Velázquez, Mr. Casten of Illinois, and Mr. Cohen) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To protect, for current and future generations, the watershed, ecosystem, and cultural heritage of the Grand Canyon region in the State of Arizona, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Grand Canyon Centennial Protection Act”.
SEC. 2. WITHDRAWAL OF FEDERAL LAND FROM MINING LAWS.

(a) DEFINITION OF MAP.—In this Act, the term “Map” means the Bureau of Land Management map entitled “Grand Canyon Centennial Protection Act” and dated February 26, 2019.

(b) WITHDRAWAL.—Subject to valid existing rights, the approximately 1,006,545 acres of Federal lands in the State of Arizona within the area depicted on the Map, including any land or interest in land that is acquired by the United States after the date of enactment of this Act, are hereby withdrawn from—

(1) all forms of entry, appropriation, and disposal under the public land laws;

(2) location, entry, and patent under the mining laws; and

(3) operation of the mineral leasing and geothermal leasing laws and mineral materials laws.

(c) AVAILABILITY OF MAP.—The Map shall be kept on file and made available for public inspection in the appropriate offices of the Forest Service and the Bureau of Land Management.

○
# H.R.1373 - Grand Canyon Centennial Protection Act


**Sponsor:**  Rep. Grijalva, Raul M. [D-AZ-3]  (Introduced 02/26/2019)

**Committees:**  House - Natural Resources

**Latest Action:**  House - 03/11/2019 Referred to the Subcommittee on National Parks, Forests, and Public Lands.  ([All Actions](https://www.congress.gov/bill/116th-congress/house-bill/1373/actions))

**Tracker:**  Introduced  Passed House  Passed Senate  To President  Became Law

## Summary(0)  Text(1)  Actions(3)  Titles(2)  Amendments(0)  **Cosponsors(27)**  Committees(1)  Related Bills(0)

**Sponsor:**  Rep. Grijalva, Raul M. [D-AZ-3]  | Cosponsor statistics: 27 current - includes 19 original

* = Original cosponsor

### Cosponsors

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<tr>
<th>Cosponsor</th>
<th>Date Cosponsored</th>
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<tr>
<td>Rep. O'Halleran, Tom [D-AZ-1]*</td>
<td>02/26/2019</td>
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<td>Rep. Napolitano, Grace F. [D-CA-32]*</td>
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<td>Rep. Huffman, Jared [D-CA-2]*</td>
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<td>Rep. Quigley, Mike [D-IL-5]*</td>
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<td>Rep. McNerney, Jerry [D-CA-9]*</td>
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<td>Rep. Velazquez, Nydia M. [D-NY-7]*</td>
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<td>Rep. Casten, Sean [D-IL-6]*</td>
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## Party

- **Democratic (27)**
- **Republican (0)**
- **Independents (0)**
- **None (0)**
RESOLUTION NO. 2008-09

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS
OPPOSING URANIUM DEVELOPMENT IN THE VICINITY OF THOSE PORTIONS OF
GRAND CANYON NATIONAL PARK AND ITS WATERSHEDS THAT LIE WITHIN
COCONINO COUNTY, ARIZONA

Whereas, the Grand Canyon National Park is one of the world’s great natural wonders whose
protection for future generations has long been a priority for the citizens of Coconino County:
and

Whereas, the Grand Canyon National Park is an economic engine whose 5 million visitors per
year contribute significantly to the economy of Coconino County: and

Whereas, more than 2,000 uranium mining claims have been filed since 2003 in the Tusayan
Ranger district alone, the majority of them within ten miles of Grand Canyon National Park: and

Whereas, additional claims have been filed on lands managed by the Bureau of Land
Management in the House Rock Valley: and

Whereas, the Kaibab National Forest on January 8 issued a decision memo permitting
exploratory drilling for uranium deposits by Vane Minerals on the Tusayan Ranger District
within two miles of the boundaries of the Grand Canyon National Park: and

Whereas, previous uranium development operations in Coconino County have left long term
contamination problems that continue to harm the health of citizens of Coconino County and
have contaminated creeks and aquifers providing public drinking water: and

Whereas, Horn Creek in the Grand Canyon National Park is contaminated with the typical legacy
left behind from prior and existing uranium mines places undue costs and adverse impacts on the
tax payers of Coconino County: and

Whereas, uranium development on the Tusayan Ranger District and the House Rock Valley will
adversely affect unique ecosystems and endangered species, and pose potential threats of long
term contamination to the Grand Canyon National Park, the Colorado River and those who use
its waters, and the water supplies of communities such as Tusayan and Valle;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Coconino County Board of Supervisors opposes uranium development on lands in
   the proximity of the Grand Canyon National Park and its watersheds:

2. Coconino County will monitor uranium development in the Tusayan Ranger District,
   lands managed by the Bureau of Land Management in House Rock Valley, and State
   Trust Lands in the Cataract Creek watershed, and actively comment where appropriate.
3. The Coconino County Board of Supervisors hereby supports the withdrawal of the Tusayan Ranger District of the Kaibab National Forest and the lands in House Rock Valley managed by the Bureau of Land Management from mineral entry.

4. The Coconino County Board of Supervisors requests the Arizona Congressional Delegation initiate the permanent withdrawal from mining, mineral exploration, and mineral entry on all Federal Lands in the Tusayan Ranger District of the Kaibab National Forest and the lands managed by the Bureau of Land Management in House Rock Valley.

5. The Coconino County Board of Supervisors further requests that the Land Commissioner for the State of Arizona place a moratorium on mineral leasing and development on those State Trust Lands within the Cataract Creek drainage that lie within Coconino County, and those that lie within House Rock Valley.

APPROVED AND ADOPTED this 5th day of February, 2008, by the Coconino County Board of Supervisors.

[Signature]
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk, Board of Supervisors

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing and recommendation to the Arizona Department of Liquor Licenses regarding an application for a New Application of a Series 011 Hotel/Motel Liquor License to Ryan Anderson, for Under Canvas Grand Canyon, located at 979 Airpark Lane, Valle, AZ.

RECOMMENDED MOTION:

Approve a recommendation of approval to the AZ Department of Liquor Licenses and Control regarding an application for an New Liquor License of a Series 011 (Hotel/Motel) to Ryan Anderson, for Under Canvas Grand Canyon, located at 979 Airpark Lane, Valle, AZ.

BACKGROUND:

Under Canvas Grand Canyon is located in District 1 in Valle. A completed application for a new liquor license was received by the Clerk of the Board from the AZ Department of Liquor Licenses.

A notice and copy of the application was posted at the location for 20 days and the Clerk’s Office did not receive comments during that time. The statute directs the Clerk to receive comments for filing only within the 20-day comment period, but also states, “This subsection shall not be construed to prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.” ARS 4-201(B)

All applications for liquor licenses in the unincorporated areas of the County are reviewed by the Sheriff’s Office, Health District, Community Development Department, and the Risk Manager. They do not have concerns with the application.

The Board is required to consider and make recommendation on this application. The recommendation may be to approve, disapprove, or offer a "no-recommendation" decision on the application. The action must take place within sixty (60) days of the filing of the application.
The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval is attached to the order filed with Department of Liquor, Licenses, and Control. All petitions submitted to the governing body within the twenty-day period for filing protests are also sent to the Director with the certified copy of the order.

The Board is asked to consider certain criteria as part of its review of the application. The criteria in Administrative Rules R19-1-702, Granting a License for a Certain Location are copied below.

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

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

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

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

HOTEL/MOTEL - SERIES 011:
This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its
registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device which may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

ALTERNATIVES:

The Board may make a finding for approval, disapproval, or “no recommendation.” The Board itself does not issue the license, but makes its recommendation based on its knowledge of the local area and needs and desires of the community.

FISCAL IMPACT:

The County receives revenue from the sale and renewal of liquor licenses as well as sales tax revenue from the sale of the alcohol.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
| LICENSE |
|----------|----------|
| Number:  | TYPE: 011 HOTEL / MOTEL |
| Name: UNDER CANVAS GRAND CANYON |
| State: Pending |
| Issue Date: Expiration Date: |
| Original Issue Date: |
| Location: 979 AIRPARK LANE VALLE, AZ 86046 USA |
| Mailing Address: 5415 E HIGH STREET #200 C/O GUTTILLA MURPHY ANDERSON PHOENIX, AZ 85054 USA |
| Phone: (928)248-8808 |
| Alt. Phone: (480)304-8300 |
| Email: PSINES@GMAIL.COM |

| AGENT |
|--------|--------|
| Name: RYAN WITNER ANDERSON |
| Gender: Male |
| Correspondence Address: 5415 E HIGH STREET #200 C/O GUTTILLA MURPHY ANDERSON PHOENIX, AZ 85054 USA |
| Phone: (480)304-8300 |
| Alt. Phone: |
| Email: PSINES@GMAIL.COM |

| OWNER |
Name: UNDER CANVAS INC  
Contact Name: RYAN WITNER ANDERSON  
Type: CORPORATION  
AZ CC File Number: F22707967  
State of Incorporation: DE  
Incorporation Date: 03/26/2018  
Correspondence Address: 5415 E HIGH STREET  
#200 C/O GUTTILLA MURPHY ANDERSON  
PHOENIX, AZ 85054  
USA  
Phone: (480)304-8300  
Alt. Phone:  
Email: PSINES@GAMLAW.COM

Officers / Stockholders
Name: UGW INVESTMENT LLC  
Title:  
% Interest: 73.15  
Name: JACOB AARON DUSEK  
Title: DIRECTOR  
% Interest: 12.13  
Name: SARAH HELEN DUSEK  
Title: CEO/DIRECTOR  
% Interest: 12.13  
Name: BERNARD NORTON SIEGEL  
Title: Director  
% Interest:  
Name: MATTHEW SCOTT GAGHEN  
Title: Director  
% Interest:  
Name: JOHN ALBERT EGE  
Title:  
% Interest:  

UNDER CANVAS INC - Director
Name: MATTHEW SCOTT GAGHEN  
Gender: Male  
Correspondence Address: 5415 E HIGH STREET  
#200 C/O GUTTILLA MURPHY ANDERSON  
PHOENIX, AZ 85054  
USA  
Phone: (720)284-6400  
Alt. Phone:  
Email: PSINES@GAMLAW.COM

UNDER CANVAS INC - CEO/DIRECTOR
Name: SARAH HELEN DUSEK  
Gender: Female  
Correspondence Address: PO BOX 2502  
CHANDLER, AZ 85244  
USA  
Phone: (406)600-3287  
Alt. Phone:  
Email: SARAH@UNDERCANVAS.COM

UNDER CANVAS INC - DIRECTOR
Name: JACOB AARON DUSEK  
Gender: Male  
Correspondence Address: PO BOX 2502  
CHANDLER, AZ 85244  
USA  
Phone: (406)600-3509  
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Email: JACOB@UNDERCANVAS.COM
UC INVESTMENT LLC - MEMBER

Name: JAMES CHARLES MARTIN
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTIILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (720)284-6400
Alt. Phone: 
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UC INVESTMENT LLC - MEMBER

Name: KEVIN ROBERT ROHNSTOCK
Gender: Male
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#200 C/O GUTTIILLA MURPHY ANDERSON
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USA
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UC INVESTMENT LLC - MEMBER

Name: STEVEN S SIEGEL
Gender: Male
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USA
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Alt. Phone: 
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UNDER CANVAS INC - Director

Name: BERNARD NORTON SIEGEL
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTIILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (720)284-6400
Alt. Phone: 
Email: PSINES@GAMLAW.COM
UNDER CANVAS INC - Director

Name: JOHN ALBERT EGE
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (720)284-6400
Alt. Phone: 
Email: PSINES@GAMLAW.COM

UNDER CANVAS INC -

Name: UC INVESTMENT LLC
Contact Name: RYAN WITNER ANDERSON
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone: 
Email: PSINES@GAMLAW.COM

MANAGERS

Name: ANTHONY PAUL STICKLER
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (000)000-0000
Alt. Phone: (480)334-2114
Email: ANTHONY.STICKLER@UNDERCANVAS.COM

APPLICATION INFORMATION

Application Number: 52523
Application Type: New Application
Created Date: 02/23/2019

QUESTIONS & ANSWERS

011 Hotel / Motel
1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
   If yes, after completing this application, please go back to your Licensing screen, under New License Application choose “Interim Permit” from the drop-down window.

2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22 processing fee per card.
   Yes

3) Are you a tenant? (A person who holds the lease of a property; a lessee)
   Yes
   A Document of type LEASE is required.

4) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   UNPAID RENT, TERMINATION OF LEASE

5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No

6) Are you the owner?
   No

7) Are you a purchaser?
   No

8) Are you a management company?
   No

9) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   COCOPINO COUNTY

10) What is the total money borrowed for the business not including the lease?
    Please list lenders/people owed money for the business.
    0

11) Have you provided a diagram of your premises?
    Yes

12) Is there a drive through window on the premises?
    No

13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
    CONTIGUOUS

14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
    No

15) Have you provided a Restaurant Operation Plan form?
    Yes

16) Have you provided a Records Required for Audit form?
    Yes
Under Canvas, Inc.
Organizational Structure

UC Investment, LLC, A Delaware LLC
Delaware #7183976 formed 12/7/2018
Board member: Steven Siegel
Board member: Kevin Rohnstock
Board member: Charles Martin
The Members of this LLC are investment groups with no direct or indirect control over the licensee

Under Canvas, Inc., a Delaware Corporation
ACC #F22707967 3/26/18
12.13% Shareholder/Director/CEO: Sarah Dusek
12.13% Shareholder/Director: Jacob Dusek
73.15% Shareholder: UC Investment, LLC
No other Shareholder owns 10% or more of Licensee
Additional Director: John Ege
Additional Director: Matt Gaghen
Additional Director: Bernard Siegel
Agent: Ryan Witner Anderson
Day-to-day Manager: Anthony Stickler

No other Shareholder owns 10% or more of licensee
Sarah Dusek an individual
Jacob Dusek an individual
UNDER CANVAS - GRAND CANYON
161.90 ACRES

(Entire premise licensed for alcohol display, storage, sales, and consumption - excluding roadways and parking areas)

PROPOSED DETENTION POND
PROPOSED DETENTION POND
PROPOSED DETENTION POND

TO BECOME PART
OF AIRPORT

EXISTING ROAD
EXISTING ROAD
EXISTING ROAD

SCALE: 1"=400'

MOAB UNDER CANVAS

ZONE UNDER CANVAS

© 2019 ANDERSON ENG. & ASSOCIATES, INC. THIS DRAWING AND ASSOCIATED ELECTRICAL DATA ARE THE WORK PRODUCT OF ANDERSON ENG. & ASSOCIATES, INC. AND ARE PROTECTED BY U.S. AND INTERNATIONAL COPYRIGHT LAWS. NO PART OF THIS DRAWING OR DATA MAY BE REPRODUCED, TRANSMITTED, OR USED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF ANDERSON ENG. & ASSOCIATES, INC.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Todd Whitney, Emergency Management Director

SUBJECT: Presentation and Discussion regarding the Snow Event Declaration.

BACKGROUND:

During the week of February 21st and the days following the significant snow event, a declaration of emergency was adopted by the Board. This presentation is an update to the progress of the declaration.

PURPOSE OF THE PRESENTATION:

Update the Board of Supervisors on the recovery progress related to the declaration dated February 22nd, 2019.

ALTERNATIVES:

none

FISCAL IMPACT:

The Recovery process includes the submission of costs to the State of Arizona for potential 75% reimbursement.

ATTACHMENTS:

1 - Staff Report
2 - POWERPOINT
Snowmageddon 2019
Snow Declaration Policy

Todd Whitney, Director
Emergency Management
April 2^{nd}, 2019
Overview

- Impacts to the Region
  - Snow Totals
  - County-Wide Preparation
- Strong County Response
  - Positive Public Comments
- Emergency Declaration
  - Decision Process
  - Impacts
- Lessons Learned
- Evaluating & Revising Declaration Policy
Record Breaking

Snow Event Total: 41 inches (Flagstaff)

35.9” New Single-Day Snowfall Record in Flagstaff, AZ (Feb 21, 2019)
Statistics

- Early storm predictions
- Countywide Impacts
  - Williams
  - Flagstaff
  - Munds Park
  - Oak Creek
  - Forest Lakes
  - Tusayan
  - Page
County-Wide Preparation

- Sheriff –
- Forward Deployment
County-Wide Preparation

Forest Lakes
County-Wide Preparation

- Public Works:
- All Staff Placed On Call
- Activated Temp Snow Operators
- Snow Schedule Developed & Implemented
- Materials and Fuel Distributed
- Equipment Checked
- Closed Lake Mary Road given expected level of snow and blowing snow
County-Wide Preparation

Lake Mary Road Area
County-Wide Preparation

- Facilities
  - Clearing snow from all County building walkways & parking lots
  - Maintaining HVAC systems
  - Emergency phone
  - Juvenile Detention Sally-port gate repairs

- Parks and Recreation
  - Cleared and maintained roadways/parking lots
    - Ft. Tuthill, Raymond Park, Sawmill Park and Peakview Park
County-Wide Preparation

EOC Activation

- EOC activation - County resource coordination.
  - Expenses
  - Begin and track the entire recovery process for all departments
- Situational Awareness – Partner coordination.
- Coordination of Public information
5:15 am Regional Call Process

- Collaborative Regional Partnership
  - National Weather Service
  - County & City Public Works; County Facilities Mgt.
  - Flagstaff Unified School District,
  - NAIPTA
  - Northern Arizona University and Coconino Community College

- Recommendation by Emergency Manager to the County Manager
  - Reduced staffing to ensure County business functions
Strong County Response
Julia Lynn Kelso Thanks for all your hard work!!!
Like · Reply · 4w

Trish Reynolds Schmidt Thank you to our County and State employees who work tirelessly to keep us safe, from the Sheriff’s department to the snow plowers and more. Thank you and stay safe and warm.
Like · Reply · 4w

Melanie Mike Gordon Go BJI 1
Like · Reply · 4w

Suzi Jordan Janecke God bless our first responders and that includes our road crews. Safe travels.
Like · Reply · 4w

Carla Bentley Thank you to the workers out in this storm, you are very appreciated. Stay safe.
Like · Reply · 4w

Kelly P. Andrews Walker Stay safe!
Like · Reply · 4w

Sheila Qualls Thanks to all of you who put yourselves at risk to keep our roads open.
Like · Reply · 4w

Jen Thompson McCumbers Thanks for doing our street.... Rodeo Road 😊
Citizen Comments on Facebook

Most Relevant

Write a comment...

Ann Ben Hanley Thank you thank you to all involved.

Like · Reply · 4w

Quita McCullough Keep that hot coffee ready. Great job !!!
County Financial Impacts to Date

- Public Works - $399,007
  - Labor Costs: Regular, OT & Snow Pay;
  - Other Costs: Ice Control Cinders; Fuel; Equipment
- Facilities - $4,069
- Parks and Rec - $3,003
- EOC - $2,701
- Sheriff - $1,401

Total: $410,181
Recovery Process

- Collection of accurate cost records of all departments
- Attend applicant briefing (3/26)
- Submit all costs documentation by set timelines
- Potential to recover 75% of costs submitted.
Emergency Declared
Declaration Authority

- ARS 26-311
- *Declarations written by EM, reviewed by the County Attorney and Manager*
- *Presented to the Board Chair for consideration and action*
Declaration Decision Process

County Offices Business Periods

- ARS 26-311 - Authority
- ARS 11-413 A – County Office hours
- Coconino County Personnel Policy
- 7.2 Declared Emergency – County Closure
  - Specific areas or whole County
  - Facilities affected by the declaration may fully or partially close their offices when ordered to do so. (Per. Policy 7.2)
Storm
Emergency Declarations

- Coconino County
- City of Flagstaff
  - NAU
- City of Williams
- State of Arizona
Staffing Protocols

- Temporary Staffing Reductions (Per. Policy 7.2)
  - Determined by the County Manager
  - Notice to Employees announced by 6 a.m.
    - County PIO to publish notice via County Website, media release, and recording a message on the Employee hotline
  - There are continued efforts to move all Employees into the Employee Alert System

SIGN UP Emergency Notifications Coconino.az.gov/ready
Staffing Protocols

- Staff reductions to ensure ARS compliance and Employee safety
- Reductions in Departments identified at the Director level. (Per. Policy 7.2)
Declarations/
Personnel Compensation

- County Finance – Emergency pay codes
- This incident identified need for added process.
Lessons Learned/Next Steps

- Declarations can be regional, when needed
- Effects to our partners – Alliance meeting 5/17
- Pursuing Revised Policy

“Always looking to improve”
Revised Policy Development

- Statute driven
- Board of Supervisors review process
- Messaging improvements
- Timeline
  - April – Regional cooperators meeting (EM)
  - May - Alliance meeting discussion
  - May – Review with All County Elected Officials
  - June – Board work session to consider revised draft policy
Questions & Discussion

Daenerys Targaryen
Mother of Storms
Breaker of Records
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Susan Brown, Facilities Director

SUBJECT: Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult 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 and to instruct its attorneys regarding the Board's position on contracts that are subject of negotiations.

RECOMMENDED MOTION:

Enter executive session.

BACKGROUND:

Pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) the Board may vote to enter executive session for this item.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Brian Furuya, Deputy Coconino County Attorney

SUBJECT: Consultation with the Board's attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board's position regarding Transwestern Pipeline Co., LLC et al. v. Coconino County (TX2016-000931). Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item.

RECOMMENDED MOTION:

Enter executive session.

BACKGROUND:

Pursuant to A.R.S. § 11-251(14), the County Board of Supervisors has direct control of the defense of all actions, to which the County is a party, and has power and authority to compromise the same. This matter involves a lawsuit to which the County is a defendant. Further background will be provided in executive session.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Brian Furuya, Deputy County Attorney

SUBJECT: Consultation with the Board’s attorneys to receive legal advice and for the Board to consider its position and instruct its attorneys regarding the Board’s position regarding Flood Control District v. Town of Tusayan. Pursuant to A.R.S. 38-431.03(A)(3) and (A)(4), the Board may vote to enter executive session on this item.

RECOMMENDED MOTION:

Enter executive session as Flood Control District Board of Directors

BACKGROUND:

Litigation status and further background to be provided during executive session.
DATE: March 27, 2019
TO: Honorable Chair and Members of the Board
FROM: Jay Christelman, Community Development Director
SUBJECT: Presentation and discussion regarding the Zoning Ordinance Update.

BACKGROUND:
The draft Zoning Ordinance Chapter 3, Special Uses and Conditions, is now updated with input from a Technical Advisory Group, the Community Development Advisory Group, the Planning and Zoning Commission and the Parks and Recreation Commission. This update improves clarity to certain special uses and creates performance standards for Zoning Ordinance expansions, such as making commercial campgrounds a Conditional Use in the G General Zone. This Work Session anticipates confirming Board direction regarding Zoning Ordinance updates prior to the Public Hearing Process.

PURPOSE OF THE PRESENTATION:
To receive information regarding the Zoning Ordinance update project and provide direction to staff regarding any changes to the proposed ordinance prior to the public hearing process.

ALTERNATIVES:
Not conduct the work session.

FISCAL IMPACT:
None.

ATTACHMENTS:
1 - Staff Report
2 - PPT PRESENTATION
3 - EXECUTIVE SUMMARY
4 - DRAFT ZO CH 3
Zoning Ordinance Update
Chapter 3
Special Uses & Conditions

Board of Supervisors

April 2, 2019
Recap of Review

**Completed**

Chapter 1 – General Provisions

**Current Focus**

Chapter 2 – BOS reviewing matrix of proposed changes

Chapter 3 – Special Uses & Conditions

Chapter 4 – BOS previewed 11.13.18; CDAG 1.17.19; P&Z 2.27.19
Highlights of Changes

Section 3.2: Temporary Uses
- Purpose Statement & clarifications
- Maximum operating times modified

Section 3.3: Agriculture and Animal Keeping
- Formatting modified
- Manure management added as a standard

Section 3.4: Accessory Dwellings
- Manufactured homes added as ADU; increased min size; separation distances increased; waiver criteria updated.
Highlights of Changes

Section 3.5 and 3.6: Home Occupations & Cottage Industries

- Purpose Statements added, clarifications that outdoor storage allowed with game meat processing.
- Waiver criteria for County road access added.

Section 3.7: Bed and Breakfast Establishment

- Purpose Statement added; changed to permitted use; max. number of rooms and guests increased.

Section 3.8: Group Homes for the Disabled

- No changes.
Highlights of Changes

Section 3.9: Wireless Telecommunication Facilities
- FAA-approved radar activated safety lights; bird flight diverters standards added
- Possible changes to max. allowable tower height.

Section 3.10: Metal Storage Container Boxes
- Allow one 360sf container proposed; not in front yard

Section 3.11: Accessory Wind Energy Systems
- Blade length added to setback; bird diverters
Highlights of Changes

Section 3.12: Medical Marijuana Dispensaries & Off-Site Cultivation
- No changes

Section 3.13: Nonconforming Uses
- Removed “historic” from title

Sections 3.14 & 3.15: Walls & Fencing and Storage & Screening
- Moved to Chapter 4, Performance Standards

Section 3.16: Amateur Radio Towers
- Purpose statement added
NEW STANDARDS:

- Front County road; waiver criteria
- Emergency Response Plan
- Dust mitigation
- Lighting and Public Address systems
- Invasive weeds
- Sanitation plans
NEW STANDARDS:

- Addresses noise - standard (50 dBA), kennel design, 150’ separation from single family zone
- Animal waste & livestock manure addressed
- Lighting
- Invasive weeds
- Sanitation plans
NEW STANDARDS:

- One as residence in G zone with Administrative Permit; allowed in Manufactured Home Park zone, & with a CUP in non-conforming G and conforming AR zones
- Wastewater disposal permit
- Building permits for solid fuel-burning appliances
- Screen equipment, machinery & building materials
- Noise impacts from generators mitigated
NEW STANDARDS:

- Allowed in conforming G zone residential parcels (10 acre minimum) with CUP
- 2 campsites per acre; maximum 1 primary residence, one ADU or 2 cabins
- Driveway standards for compacted AB
- Access via County road; waiver criteria
- 50’ setbacks from single family residential zone
NEW STANDARDS:

- RV’s in G zone limited to 20% of total campsites; P&Z and PRC discussion
- Emergency services plan required PRC comments
- Trash facilities required
- Neighborhood compatibility plan to address hours of operation, noise, location of recreation amenities etc.
- Generators discussed with P&Z & PRC
- County Health Services District standards required
Questions?
Next Topic:
Chapter 4: Performance Standards
April 2, 2019

To: Coconino County Board of Supervisors
From: Department of Community Development
Subject: Zoning Ordinance Update: Review of Draft Chapter 3, Special Uses and Conditions

OVERVIEW
This is an ongoing informational update in the current round of revisions to the Coconino County Zoning Ordinance. The attached draft contains updates to Chapter 3, Special Uses and Conditions, and is based on recommendations and comments from the Planning and Zoning Commission, the Parks and Recreation Commission, the Community Development Advisory Group (CDAG), Technical Advisory Group and planning staff.

The overall update to the Zoning Ordinance is anticipated to be completed in the Fall of 2019. The next chapter scheduled for review is Chapter 4, Performance Standards.

SUMMARY OF UPDATES TO CHAPTER 3
Chapter 3 provides special standards and conditions to specific land uses that generate additional impact and require specialized or more restrictive standards than general performance standards provide in Chapters 2 and 4. The following summary provides a section by section overview of the draft changes to Chapter 3 (where additional edits being researched and that are not reflected in the draft presented with this summary are noted below in italics).

Section 3.2: Temporary Uses
- A Purpose Statement is added.
- Clarifications are made to some of the specific listed temporary uses.
- Maximum operating time frames modified for some temporary uses.
Section 3.3: Agriculture and Animal Keeping

- Formatting modified to condense subsections.
- Manure and waste management added as a performance standard. Definitions are being researched.
- Modifications to some animal keeping standards are being researched in coordination with the Health District.

Section 3.4: Accessory Dwellings

- Manufactured homes are added as an allowed accessory dwelling unit where those are permitted types of dwellings.
- Maximum separation distances between the ADU and primary dwelling unit have been increased.
- Updated waiver criteria for separation distances and maximum square footage.
- Added standard to not locate in front of primary dwelling.

Sections 3.5 and 3.6: Home Occupations and Cottage Industries

- Purpose Statements are added.
- Clarification added that outdoor storage for game meat processing as a Cottage Industry is allowed (suggested by CDAG).
- Criteria waiving direct access from a County maintained road are added for Cottage Industry.

Section 3.7: Bed and Breakfast Establishment

- A Purpose Statement is added.
- Bed and Breakfasts are changed from conditional to permitted uses.
- Maximum number of guest rooms and occupants increased.
- Provisions are added for signs.

Section 3.8: Group Homes for the Disabled

- No changes.

Section 3.9: Wireless Telecommunication Facilities

- Modified to require FAA-approved radar activated safety lights.
- New detail added for bird flight diverters is being further investigated (the CDAG supports this addition).
- Possible changes to maximum allowable tower height standards are being researched.
Section 3.10: Metal Storage Container Boxes

- Limitation of two 160 square foot containers is modified to allow one 360 square foot container.
- Added a standard that the box not be located in front of the primary dwelling.

Section 3.11: Accessory Wind Energy Systems

- Added blade length to setback requirement.
- *May add bird flight diverter detail.*

Section 3.12: Medical Marijuana Dispensaries and Off-Site Cultivation

- No changes

Section 3.13: Nonconforming Uses

- The word “Historic” is removed from the heading as this section does not reference or address historic buildings or properties, as defined by the State of Arizona Historic Preservation Act (SHPA) under the National Historic Preservation Act (NHPA)

Sections 3.14 and 3.15: Walls and Fencing and Storage and Screening

- Both Sections are moved to Chapter 4, Performance Standards

Section 3.16: Amateur Radio Towers

- A Purpose Statement is added

The following Sections are NEW performance standards designed to apply to land uses that are currently permitted with Conditional Use Permits, for land uses that are being recommended to change from conditional to permitted uses, or uses that are permitted with an Administrative Permit. See specific details and standards for each section in the attached Chapter 3 draft.

Section 3.XX: Recreational Facilities, Outdoor

Section 3.XX: Animal Shelters and Kennels, Commercial

Section 3.XX: Recreational Vehicles as a Permanent Residence

Section 3.XX: Campgrounds and Recreational Vehicle Parks
COMMUNITY DEVELOPMENT ADVISORY GROUP, PLANNING AND ZONING COMMISSION AND PARKS AND RECREATION COMMISSION RECOMMENDATIONS

The Community Development Advisory Group reviewed Chapter 3 on October 25 and November 15, 2018. The Planning and Zoning Commission reviewed the draft on November 21, 2018, and at their request, the Parks and Recreation Commission review the draft on February 7, 2019.

CDAG COMMENTS ON PROPOSED REVISIONS

The CDAG discussed all of the proposed edits at length, particularly manure management standards. That group agreed that manure standards are important to protecting water quality throughout the County. Staff researched this issue further by meeting with the County Public Health Services District Animal Management to understand how that department regulates health issues and better inform how the zoning ordinance can be used to address this issue.

The CDAG also recommended ideas to inform future updates to the zoning ordinance that are not being addressed with this current version, and specifically to Chapter 3:

- Coordinate a seminar on acoustics and invite an expert in the field to better understand how noise impacts can be monitored and potentially addressed through the zoning ordinance. For example, is it appropriate to include a 50-decibel limit in Section 3.2.C.1?
- Review the “Code of the West” and how an educational program or brochure might be created to inform Section 3.3, Agriculture and Animal Keeping, particularly regarding animal care.

PLANNING AND ZONING COMMISSION COMMENTS ON PROPOSED REVISIONS

The Planning and Zoning Commission discussed all proposed edits, with particular focus on the new campground standards, such as campground density and generator noise. A specific recommendation from the P&Z was to not permit generators in G zoned campgrounds, and the P&Z directed staff to reach out to the Parks and Recreation Commission for additional input on this issue.

PARKS AND RECREATION COMMISSION COMMENTS ON PROPOSED REVISIONS

The Parks and Recreation Commission were provided with all of the Chapter 3 revisions and focused their discussion mainly on the revised recreation definitions, new campground
standards, and how these might impact County park facilities. They provided specific recommendations for:

- Emergency response plan standards.
- Suggested adding more specifics regarding dust mitigation measures.
- Considered the indoor arena definition.
- Commented that without a noise ordinance, another way to address and enforce noise is to cite a specific ending time for use of public address systems noise level (decibel) for public address systems.
- The proposed residential-zone campground density at 2 per acre property may be too low to be economically viable.
- Suggested establishing a per person campsite limit.
- Generators may be needed where there is “dry camping”.

SCHEDULE

The next section scheduled for review is Chapter 4, Performance Standards.

RECOMMENDATION

This report is informational only and requires no action.

Respectfully submitted,

Jess McNeely, AICP
Assistant Director / Planning and Zoning Manager

Prepared by: Melissa Shaw, AICP, Long Range Planner

Attachment

Draft Chapter 3
# CHAPTER 3. SPECIAL USES AND CONDITIONS

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Adopted April 18, 2017 Revised 2018

24. | 04/02/2019 | Community Development | 4/2/2019 / Community Development / Zoning Ordinance Update
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Section 3.1: Purposes

This Section is intended to provide special standards and conditions to specific Uses within the Zoning Ordinance. The provisions of this Section shall apply to the uses and conditions hereinafter enumerated. Where this Section prescribes regulations more restrictive than the zone in which a use or conditional use is permitted, the provisions of this Section shall apply.

Section 3.2: Temporary Uses

Section 3.2.A: Purpose

The purpose of this Section is to authorize uses for a limited and fixed duration within a zoning district where the temporary use is otherwise prohibited.

Section 3.2.B: Applicability

All time requirements are consecutive days per calendar year unless specifically stated otherwise. Only one temporary use permit is to be issued for a parcel at any one time. Temporary use permits shall not have overlapping time frames. Multiple temporary uses may be considered only through Planning & Zoning Commission approval.

1. Special events shall be limited to a maximum of four (4) times per calendar year not to exceed a maximum duration of seven (7) days per event, and shall include such outdoor activities as:

   a. Transient amusement activities (carnivals, circuses)

   b2. Tent revivals, seasonal festivals

   c3. Outdoor sales events (sidewalk, parking lot sales, excluding garage sales on residential properties)
d4. Outdoor art and craft shows, exhibits (art, craft, RV, boat)

c5. Events shall be limited to a maximum of three (3) times per calendar year not to exceed a maximum duration of five (5) days per event.

b2. Seasonal Stables and Horseback Rides with associated campfire and meal activities. Permits from other agencies may be required.

3e. Seasonal Game Receiving Stations or Processing Facilities.

4d. Christmas tree Holiday sales lots, such as holiday trees and pumpkin sales, subject to not more than 40-90 days of site occupation and operation per year.

e. Pumpkin sales lots, subject to not more than 30 days of site occupation and operation per year.

5f. Campaign offices subject to not more than 70 continuous days of site occupation and operation.

6g. Religious, patriotic, historic, or similar displays or exhibits within yards, parking areas, or landscaped areas, subject to not more than 30 days of display in any one year period for each exhibit.

7h. Contractor’s office, office trailers, metal storage containers and storage yards on the off site of an active construction project.

i. Office trailers for security purposes on the site of an active construction site of major development projects. Temporary use permits may be issued for the length of the construction project but for no longer than 12 months. Permit may be renewed annually so long as project remains in active status. (Temporary offices located on-site to not require a Temporary Use Permit and may be approved with the building and/or construction permit.

j8. Stands for the sale of jewelry, art, furs, rugs and similar home-type products subject to not more than 30 days per year.

9k. Stands for the sale of produce subject to not more than 30-120 consecutive days per year. The provisions of this subsection do not apply to the sale of produce raised on the premises.

10l. Temporary retail food sales located in a movable vehicle or trailer, or in a temporary stand. Temporary retail food sales are subject restricted to not more than 30 days per year per location. This shall include stands for sales at one (1) day special events. Parking shall be coordinated with any existing Use to meet parking requirements. All waste shall be disposed of daily. Commissary agreements for food storage may be required.

m11. Establishment of Batch Plants in conjunction with road construction projects subject to Planning and Zoning Commission approval.
12. **Temporary Establishment of Forest Materials Storage and Value-Added Production** in conjunction with restoration projects subject to the Planning and Zoning Commission approval.

13. **Temporary occupancy of a Recreational Vehicle or a Travel Trailer** (excluding tents or yurts) in the G, AR, RR, or MHP Zone for a period not to exceed 100-120 consecutive days per calendar year, provided that the lot or parcel is not already occupied by a Dwelling Unit or other residential Structures. Approved method of wastewater disposal such as a self-contained unit, chemical toilet or portable toilet is required._Other conditions may be required._

14. Upon the issuance of a Building Permit for a residential Dwelling, temporary occupancy of a Recreational Vehicle or a Travel Trailer in the G, AR, or RR Zone for a period not to exceed six months, provided that the Lot or parcel is not already occupied by a Dwelling Unit or other residential Structure. The temporary use permit may be renewed only if the Building Permit is issued for a Dwelling, and if the Building Permit remains active._Other conditions may be required._

15. **Metal Storage Container Boxes**, subject to the performance standards of Section 3.10.

16. **Storage of one (1) unoccupied Mobile or Manufactured home per Lot or parcel in the G or AR zone**, for a period not to exceed ninety (90) days.

17. **Additional Uses not listed above and their associated** intensities and timeframes determined to be similar to the foregoing may be granted permits by either the Director of Community Development for single temporary uses, or the Planning and Zoning Commission for multiple temporary uses.

**Section 3.2.C: Performance Standards**

1. **NOISE**: Noise shall not be generated by any use to the point of disturbing the peace, quiet and comfort of neighboring residences or businesses.

2. **PARKING**: Adequate parking shall be provided. All parking shall be located on the same property as the temporary use; public Rights-of-Way shall not be used for parking.

3. **LOCATION**: No permit shall be issued for a Use the location of which is deemed to be potentially hazardous to the public. This includes, but is not limited to, heavily congested and/or trafficked areas where the use may impede or inconvenience the public and/or emergency vehicles. No use shall be permitted in a public Right-of-Way.

4. **SANITATION**: All requirements of the County Health Department, County Environmental Quality and/or other regulatory Health Authorities agency shall be met. Provisions for disposal of solid waste shall be required for all Uses.
5. SIGNS: One (1) freestanding or wall mounted Sign not exceeding six (6) square feet in area and six (6) feet in height is permitted. **Signage for food trucks and trailers is limited to vehicle signage.** A diagram of the Sign indicating size, text, location on site is required. Color and materials may be reviewed if site is within a DRO Zone. No off-site Sign is permitted. Additional signing may be permitted at the discretion of the Planning and Zoning Commission.

6. LIGHTING: All lighting sources shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the light source. The operation of searchlights or similar lighting sources is prohibited.

7. OTHER PERMITS AND DOCUMENTATION: Any required Public Health Services District, Environmental Quality Department and Sheriff's Office permits or licenses, Fire Department, or Public Works Right of Way permits shall be obtained. Other required documentation may include but not be limited to Proof of Liability Insurance, and a security, parking and traffic safety plan for special events.

**Section 3.2.D: Permits and Administration:**

1. All temporary uses shall be subject to the issuance of a temporary use permit. Issuance may be through the action of the Director of Community Development or the Planning and Zoning Commission. Permits issued through the Director of Community Development shall follow Section 5.1.A, Administrative Permits requirements and procedures. Permits issued through the Planning and Zoning Commission shall be subject to the standards of Section 5.1.B Permits requiring Hearing.

2. Temporary Use Permits shall be issued when compliance with this Ordinance is verified. If the Community Development Director or Planning and Zoning Commission determines that the proposed temporary use does not comply with this Ordinance, the permit shall be denied.

3. Approval of a Temporary Use Permit application shall require compliance with the above performance standards and any further conditions deemed necessary by the Director of Community Development or the Planning and Zoning Commission in order to reduce possible detrimental effects to surrounding developments and to protect the public health, safety and welfare. Failure to comply with the performance standards could result in denial or revocation of a Temporary Use Permit.

4. No work shall commence on a temporary use until the issuance of a permit.

4. No Temporary Use Permit shall be issued if the temporary use is in Violation of other laws or impairs property rights. The Director of Community Development will determine if the Violation or impairment exists with appeal to Superior Court.

5. Extensions and Renewals
a. All temporary uses shall fit the prescribed timeframes outlined in this Section.

b. Requests to exceed timeframes, extend the lapse date of an existing permit, or renew a permit beyond stated timeframes shall be heard by the Planning and Zoning Commission.

65. Appeal

a. Administratively Approved Permits

A decision by the Director may be appealed within thirty (30) days to the Planning and Zoning Commission. The decision of the Commission shall be final.

b. Planning and Zoning Commission Approved Permits

A decision by the Planning and Zoning Commission may be appealed within fifteen (15) calendar days to the Board of Supervisors by the applicant or any other person as prescribed in Section 5.5 (Appeals: Board Review)

76. Condition of Site Following Temporary Uses

a. Each site occupied by a temporary use shall be left free of debris, litter, or any other evidence of the temporary use upon completion or removal of the Use, and shall thereafter be used only in accord with the provisions of the zoning regulations. Site shall be restored to previous conditions or better.

Section 3.3: Agriculture and Animal Keeping

Section 3.3.A: Purpose

1. To provide high levels of flexibility and allowances for small-scale agriculture and the keeping of certain animals which provide healthy and affordable source of food and fiber and companionship.

2. To support self-reliance and promote economic well-being.

3. To support animal welfare.

4. To avoid adverse impacts on adjacent properties by reason of dust, fumes, noise, odor, insect or vermin infestations, or visual blight, and to maintain the public health, safety, and welfare.

5. To protect the environment from pollution resulting from manure and animal waste.

Section 3.3.B: Applicability

1. The following standards for Agriculture and the keeping of animals are applicable to all zones unless otherwise noted.
2. Additional Agriculture and animal keeping Uses may be permitted in specific zones. Please check specific zone for such Uses.

3. All other provisions of this Ordinance shall remain applicable unless otherwise specified.

Section 3.3.C: Agricultural Performance Standards

1. Agriculture

a1. General. Agriculture, General and gardening is permitted in all zones.

2b. Sale of products raised or grown on the Lot shall be permitted.

   a. Farm Stands are permitted subject to setbacks of the underlying zone. Projections into Side and Rear Yards shall be prohibited. Projections into Front Yards shall be allowed one half (1/2) the required Yard.

   b. Signage shall be limited to allowances for agricultural uses in the underlying zoning. Refer to Section 4.2.C.XX.

   c. Parking shall be provided for on-site and spaces shall be delineated.

e3. Community Gardens shall be permitted through the issuance of an Administrative Permit in all zones subject to the following:

   a. Community Gardens of fifteen (15) plots no greater than 400 square feet in area shall be permitted.

      i. A Conditional Use Permit may be requested in order to exceed fifteen (15) plots.

   b. The property shall Front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency.

      i. A waiver may be granted by the Director of Community Development if an agreement of affected property owners which includes provisions for traffic related to the Community Garden is produced.

   c. All parking shall be on-site and spaces shall be delineated. Parking surfaces shall be improved to the satisfaction of the Director of Community Development.

   d. Community Gardens shall be located on land that is level enough to support the intended use without excessive grading or the excessive removal of trees.

   e. The site shall be designed and maintained so that water and fertilizer will not drain to adjacent property.
6f. Any fencing shall meet the Standards of Section 3.4.14.XX and the exterior shall be natural, earth-toned colors. **New Chain link should be avoided.**

7g. Hours of operation shall be limited to the hours between sunrise and sunset.

8h. Signage shall be limited to allowances for agricultural uses in the underlying zone. Refer to Section 4.2.C.XX.

9i. Waste receptacles shall be provided and screened from neighboring properties. Refuse shall be removed so as not to cause a Nuisance.

10j. A Structure shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the Community Garden. Such facilities shall screen materials from neighboring properties and shall be adequately secured.

11k. **Accessory structures associated with such Use a Community Garden shall be permitted prior to the establishment of a residence where otherwise prohibited.**

12l. Composting shall be permitted.

   (1)i. Composting of vegetative matter shall be done in a facility container or structure specifically designed for that purpose. Uncontained piles are prohibited. Supplements to enhance the composting process are acceptable.

   (2)ii. Composting facilities shall be located twice the distance of the required Setback from adjoining Lots.

13m. Heavy Storage of commercial equipment shall be prohibited unless approved through a Conditional Use Permit.

14n. The property shall be maintained in a neat and orderly fashion.

14. Farmers’ Markets shall be permitted subject to the issuance of Conditional Use Permit in all zones, or with a Temporary Use Permit per Section 3.2.B.1.e.

5. Agritourism shall be permitted subject to the issuance of a Conditional Use Permit in designated zones. Agritourism facilities may include residences for owners and employees, and lodging facilities for tourists.

Section

**3.3.D: Animal Keeping Performance Standards**

1a. Animal keeping is permitted subject to the following standards:

   a. No animal may be fed, watered or sheltered within any Front, Side or Rear Yard Setback.
1(1).— _____ Certain animals may require more restrictive Setbacks as outlined herein.

2(2).— _____ Requests for reductions in Setbacks or required Lot size for the keeping of animal keeping may be heard by the Board of Adjustment as a request for Variance.

b. No animal may be permanently fed, watered, or sheltered within 150 feet of a perennial water source.

c. All animals shall be maintained on property. Shelter and fencing (e.g. barn, coop, corral, pens, stables, etc.) shall be provided to sufficiently contain the animals and keep them from roaming at large.

d. Offspring of animals maintained on the same property that are less than four months old or that have not been weaned, whichever is longer, shall not be subject to the maximum animal counts.

e. Manure shall be actively managed to either contain it on site or be properly disposed of for all animals on the property. Livestock manure shall be collected at least weekly and spread on pastures, fields, or arenas, composted for later use, or hauled off site. There shall be no accumulation of manure permitted within any Water Feature. Storing and stockpiling of manure is allowed only for composting. Manure composting piles shall be located a minimum of 55’ from all properties lines, 500 feet from Water Features and wells, and surrounded with grass buffer strips, silt fencing, berms, ditches or straw socks to prevent run off from contaminating surface waters or groundwater. Onsite storm water (10-year event) shall be contained on the composting site. Offsite storm water (10-year event) shall be diverted around the composting site.

f. A Conditional Use Permit may be requested to exceed allowances for the number of animals kept on-site or to request a waiver if documentation is available that specific provisions inhibit best ecological practices on a Lot.

2. Additional Requirements for the keeping of specific animals are as follows. The maximum allowances listed below are for each animal category. More than one category of animal may be kept on site:

a. Aviaries

   (1) A minimum of 1 acre Lot Size is required.

b. Bee Keeping

   i(1). The number of hives permitted on a Lot shall be subject the following

   (a). One (1) beehive shall be permitted per any Lot regardless of Zone or Lot Size.
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(b). One additional hive shall be permitted for every additional 6,000 feet of Lot Size.

(c). On Lots greater than five (5) acres there shall be no restrictions on the number of hives.

(ii). Bees shall be setback and maintain a minimum of twenty (20) feet from any property line.

(iii). Where the entrance to a hive is located closer than fifty (50’) to a Lot Line, a flyway barrier shall be established and maintained so that all bees are forced to fly at an elevation of at least six feet above ground level in the vicinity of the beehive. Barriers shall be subject to the following:

(a). The barrier shall comply with the provisions of Section 34.215, Walls and Fences and Screening;

(b). The height of the barrier shall be a minimum of six feet;

(c). The barrier shall be solid such that bees cannot fly through it;

(d). The barrier shall be placed parallel to the hive entrance;

(e). The barrier shall extend a minimum of four (4’) feet beyond the entrance to the beehive(s) in each direction.

(iv). A convenient source of water shall be made available to bees at all times to prevent bees from congregating at swimming pools, pet watering bowls, bird baths, or other water sources.

(v). In any instance in which a colony exhibits highly defensive behaviors by stinging or attempting to sting without due provocation, beekeepers shall promptly re-queen the colony with a less defensive queen. Queens shall be selected with a gentle disposition from stock bred for gentleness and nonswarming characteristics.

3c. Cats

(i). A maximum of four cats over the age of four months shall be permitted on properties up to one (1) acre in Lot size.

(ii). A maximum of one (1) additional animal for every additional one half (1/2) acre of Lot size up to a maximum of ten (10) such animals shall be permitted.

4d. Dogs

(i). A maximum of four dogs over the age of four months shall be permitted on properties up to one (1) acre in Lot size.
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(2) A maximum of one (1) additional animal for every additional one half (1/2) acre of Lot size up to a maximum of ten (10) such animals shall be permitted.

5e. Community Coops and Animal Keeping shall be permitted through the issuance of an Administrative Permit in all zones subject to the following requirements:

i(1) A caretaker shall reside on the Lot.

ii(2) The property shall have direct Access on a Road accepted for maintenance by the County or other governmental agency.

(a) A waiver may be granted by the Director of Community Development if an agreement of affected property owners, which includes provisions for traffic related to such Use, is produced.

iii(3) Any fencing shall meet the Standards of Section 3.14.XX, and the exterior shall be natural, earth-toned colors. Chain link should be avoided.

iv(4) The site shall be designed and maintained so that water, waste, and chemicals will not drain to adjacent properties.

(a) A record of chemical Use shall be maintained and made available upon request.

v(5) Hours of operation shall be limited to the hours between sunrise and sunset.

vi(6) Signage shall be limited to allowances for agricultural uses in the underlying zone. Refer to Section 4.2.C.XX.

vii(7) All parking shall be provided for on-site and spaces shall be delineated. Parking surfaces shall be improved to the satisfaction of the Director of Community Development.

viii(8) Waste receptacles shall be provided and screened from neighboring properties. Waste shall be removed so as not to cause a Nuisance.

ix(9) A Sanitary Facilities Station shall be provided per the County Health Code.

x(10) Structures associated with such Use shall be permitted prior to the establishment of a residence where otherwise prohibited.

xi(11) A Structure shall be provided for the storage of any tools, fertilizers, equipment or other materials used in conjunction with the Community Coops. Such facilities shall screen materials from neighboring properties and shall be adequately secured.

xii(12) The number of animals is limited to two (2) such animals for every one thousand (1,000) square feet of Lot Size with no more than a total of eighty (80) animals.
(a) Coops shall be Setback twice the distance of the Setback for the underlying zone.

(b) A minimum of five acres is required for the keeping of roosters, turkeys, peafowl, geese, and similarly noisy animals.

(c) Animals shall be provided with a covered, predator proof shelter with a minimum of four (4) square feet per animal.

(d) An additional ten (10) square feet of run shall be provided per animal.

(xiii) The community keeping of other animals found in this Section may be permitted subject to the same number and provisions described herein.

(xiv) Food shall be stored in animal-proof containers.

(xv) Any mass of Animals which have sickened or died for unexplained reasons, or mammals which display any signs of rabies, shall be tested to determine the cause of illness and reported to the County Public Health Services District Department.

(xvi) Composting shall be allowed.

(a) A facility specifically designed for composting shall be provided. Uncontained piles are prohibited.

(b) Composting facilities shall be located twice the distance of the required Setback from adjoining Lots.

(xvii) The slaughter of animals is prohibited.

(xviii) The property shall be maintained in a neat and orderly fashion.

6. Horses and Livestock

i.(1) A minimum of one (1) acre of Lot Size land shall be required for the keeping of such animals.

ii.(2) Three such animals may be maintained on the first acre and up to one additional animal for each additional one half acre

iii.(3) No such animal may be sheltered, fed, or watered closer than 55 feet to a Lot Line.

iv.(4) Protection from natural elements such as wind and sun shall be provided, and natural drainage provided to keep enclosures free from standing water.

v.(5) Boarding of 1 or 2 horses for a fee is permitted subject to the above standards. Additional boarding may be allowed though issuance of a Conditional Use Permit.
(6) Swine, excluding potbellied pigs, are subject to the following standards:

(a) A minimum of one (1) acre of Lot Size shall be required for the keeping of swine.

(b) Three such animals may be maintained on the first acre and up to one additional animal for each additional one-half acre

(c) Feeding, watering, or sheltering shall be setback:

(i) A minimum of 300 feet from a neighboring residence or building for public use.

(ii) A minimum of 200 feet from a water source or storm water area.

7g. Poultry and Rabbits

i.(1) Every Lot shall be entitled to minimum of five (5) such animals.

ii.(2) A maximum of one (1) animal for every 1,000 square feet of Lot Size with no more than a total of twenty (20) such animals except in the G and AR Zones which shall allow for the keeping of up to forty (40) such animals.

iii.(3) A minimum of one (1) acre is required for the keeping of roosters, turkeys, peafowl, geese, and similarly noisy animals.

(a) Such animals shall be kept in a coop enclosed with a solid material during hours of darkness so as to limit crowing and noise.

(b) A Conditional Use Permit may be sought for the keeping of such animals on parcels smaller than one (1) acre.

iv.(4) Animals shall be provided with a covered, predator proof shelter with at least four (4) square feet per animal.

v.(5) Slaughtering shall be permitted for personal use only.

8h. Potbellied Pigs

i.(1) A maximum of two (2) such animals on Lots up to one half (1/2) acre in Lot Size are permitted. An additional two (2) animals are permitted for each additional one half (1/2) acre.

ii.(2) The weight of each potbellied pigs is capped at sixty (60lbs) pounds.

iii.(3) Unless contained within a Dwelling, feeding, watering or sheltering shall be setback:
(a) A minimum of 300 feet from a neighboring residence or building for public use.

(b) A minimum of 200 feet from a water source or storm water area.

9. Miniature Goats

i. (1) A maximum of two (2) such animals on Lots up to one half (1/2) acre in Lot Size are permitted. An additional two (2) animals are permitted for each additional one half (1/2) acre.

ii. (2) The weight of each miniature goat is capped at ninety (90lbs) pounds.

10. Swine, excluding potbellied pigs

i. A minimum of one (1) acre of Lot Size shall be required for the keeping of swine.

ii. Three such animals may be maintained on the first acre and up to one additional animal for each additional one half acre.

iii. Feeding, watering, or sheltering shall be setback:

   a. A minimum of 300 feet from a neighboring residence or building for public use.

   b. A minimum of 200 feet from a water source or storm water area.

11. Wild, non-domesticated or Exotic Animals

i. (1) May be allowed through the granting of a Conditional Use Permit.

   a. Written approval from Arizona Game and Fish Department is required prior to application.

Section 3.3.D: Permits and Administration:

1. Permits are not required for Agriculture and Animal Keeping unless otherwise noted.

2. Performance and Permitting do not alleviate the applicant from the duty of obtaining all applicable Building, Environmental Quality, Engineering, County Public Health Services District Department and other State and Federal permits as they apply.
Section 3.4: Accessory Dwellings

Section 3.4.A: Purpose:

To increase housing supply, achieve housing affordability goals, promote integrated conservation design and the use of sustainable building techniques, while preserving single Family residential and neighborhood character.

Section 3.4.B: Applicability:

This Section is applicable to all Residential Zones and single family residential properties in the Planned Community Zone.

Section 3.4.C: Performance Standards:

Approval of Accessory Dwellings shall require compliance with the following performance standards:

a1. A maximum of one Accessory Dwelling is permitted per Lot.

b2. In all single Family residential areas, an Accessory Dwelling of up to 400-600 square feet livable area is permitted regardless of Lot or principal Dwelling size.

e3. Accessory Dwellings are further limited to 50% of the livable square footage of the main Dwelling up to a maximum of 1000 square feet for a Detached Accessory Dwelling, or 1200 square feet for an Attached Accessory Dwelling.

d4. Only a single Family Dwelling or Modular Home may be used as an Accessory Dwelling in the RS and RR zones. Single Family Dwellings, Modular, Manufactured Homes (including Park Models or Tiny Homes built to modular or manufactured building code) may be used as an Accessory Dwelling in zones where those are allowed as Primary Dwelling Units the G, ARzones. Travel Trailers, Park Models, Recreational Vehicles, Manufactured and Mobile Homes are prohibited Accessory Dwellings.

e5. All utilities may be on separate meters than the principal Dwelling unless otherwise prohibited by a utility company.

f6. Maximum separation between the principal Dwelling and Detached Accessory Dwelling shall be sixty-one hundred (6100’) feet on Lots less than four (4) acres and one-two hundred (1200’) feet on Lots four (4) acres or greater. Separation distance shall be measured from the closest outside edge of each building. Whenever possible, Accessory Dwellings shall not be located in front of the primary structure.
Accessory Dwellings shall share some common features with the principal Dwelling. Common features may include, but are not limited to, roof pitch, colors, porches and window treatments or other components of the exterior appearance.

Section 3.4.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning Division review shall be conducted through the issuance of such permits.

2. A waiver of the requirements of for separation distance and maximum square footage may be waived by requesting an Administrative Adjustment in writing from the Director of Community Development, if the waiver is necessary to achieve the following: Waivers shall be limited to the minimum necessary to meet the need for the waiver:
   a. For existing Structures on the property to be converted into an Accessory Dwelling,
   b. Protection of Environmentally Sensitive Features, as defined in Chapter 6,
   c. Energy efficiency through passive solar design,
   d. Design necessary to accommodate energy efficiency through passive solar design, alternative energy or water conservation systems into the site plan or building design,
   e. Location of the Accessory Dwelling due to constraints of existing site infrastructure, such as wastewater treatment system(s), wells, utility lines, driveway(s).

3. A decision of the Director of Community Development may be appealed to the Planning and Zoning Commission Board of Adjustment as a request for a Variance.

Section 3.5: Home Occupations

Section 3.5.A: Purpose

The purpose of a Home Occupation is to increase flexibility in work and professional occupations, and to provide business opportunities that accommodate work-at-home scenarios influenced by changing technologies, by allowing activities to be conducted within residential Dwelling Units. These work activities shall not impact and must be compatible with and preserve the character of the existing neighborhood.

Section 3.5.B: Applicability

Home Occupations, where permitted by the provisions of this Ordinance, may be permitted in any residential zoning district, subject to the granting of an Administrative Permit per Section
5.1.A. **Home Occupations**, and shall be subject to the approval of the Director of Community Development and shall comply with the following Performance Standards:

### Section 3.5.C: Performance Standards

1. A Home Occupation shall be conducted within a Dwelling Unit and shall be clearly incidental to the Use of the Structure as a Dwelling.

2. In no way shall the appearance of the Structure or the premises be so altered or the conduct of the occupation within the Structure be such that the Structure or premises may be reasonably recognized as serving a non-residential Use (either by color, materials, or construction, lighting, Signs, sounds or noises, vibrations, display of equipment, etc.).

3. No one other than a resident of the Dwelling shall be employed in the conduct of a Home Occupation.

4. No motor or mechanical equipment shall be permitted other than normally incidental to the Use.

5. The Use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.

6. No storage of materials and/or supplies, including vehicles or equipment used in the occupation, indoors or outdoors, shall be permitted which will be hazardous to surrounding neighbors or detrimental to the residential character of the neighborhood.

7. No Building or space outside of the main Building shall be used for Home Occupational purposes except approved Agricultural/horticultural related activities.

8. There shall be no use of utilities or community facilities beyond that normal to the Use of the property for residential purposes.

9. A Home Occupation shall not create any radio or television interference or noise audible beyond the boundaries of the site.

10. No smoke, odor, liquid, or solid waste shall be emitted.

11. There shall be no outdoor storage or display of materials or equipment maintained on the premises.

12. The conduct of the Home Occupation shall not interfere with the maintenance of the required off-street parking spaces on the property.
Section 3.5.D: Permits and Administration

1. The application shall be subject to periodic review by the Director of Community Development. Violation of any criteria listed above shall result in cancellation of the Home Occupation permit.

2. A decision of the Director of Community Development regarding the approval, disapproval, or conditions imposed may be appealed in writing to the Planning and Zoning Commission within fifteen (15) days of notice of the decision.

Section 3.6: Cottage Industries

Section 3.6.A: Purpose

The purpose of a Cottage Industry is to foster innovation and increase flexibility in small individually-owned businesses or commercial operations by recognizing opportunities to locate and operate within residential neighborhoods. A Cottage Industry is conducted within a Dwelling Unit or Accessory Structure without altering the residential character of the neighborhood.

Section 3.6.B: Applicability

Cottage Industries, in Zones in which they are a listed Use, may be permitted subject to the granting of a Conditional Use permit per Section 5.7 by the Planning and Zoning Commission, and if approved shall comply with the following restrictions:

Section 3.6.C: Performance Standards

1. The entrepreneur of the Cottage Industry shall reside on the property.

2. The number of persons employed in connection with the Cottage Industry and who are not residents of the Dwelling shall not exceed three (3) full time employees or the equivalent part-time.

3. The Cottage Industry may be conducted either within the Dwelling or an Accessory Structure, or both, provided that not more than 50% of the combined floor area shall be used in the conduct of the Cottage Industry.

4. One non-illuminated Sign not exceeding six (6) square feet in area and six (6) feet in height shall be permitted. Colors of Sign background, Sign lettering, and support structure shall be earth tones complementary to the natural surroundings.

5. Adequate off-street parking shall be provided according to the provisions of Section 4.1, Off-Street Parking. There shall be a maximum of five (5) parking spaces.
6. Any outdoor storage, including the initial processing of game meat, shall be as permitted in the underlying zone or as specified by the Commission. Outdoor storage shall be completely enclosed with a solid six (6) foot high fence or wall.

7. Parking of Commercial Vehicles shall be as permitted in the underlying zone.

8. Property for which a conditional use permit for a Cottage Industry is approved shall front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:

   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.

   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.

   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.

   d. The granting of the waiver will not have a negative impact on neighboring properties or improvements, especially as related to dust and traffic safety.

9. Outdoor lighting shall conform to Section 4.3.5 Lighting.

10. Direct sales of products is allowed if such sales are specifically provided for in the Use permit.

11. The business shall not generate any noise, vibration, smoke, dust, odor, heat, glare, or electrical interference with radio or television reception that would exceed that normally produced by a Dwelling Unit. Hazardous materials shall be ...

Section 3.6.D: Permits and Administration:

1. Establishment of a Cottage Industry shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7.

2. The Commission may grant a Conditional Use permit for up to three (3) years. If all requirements of this Section and of the use permit have been consistently met, and if no complaints have been filed with the Department of Community Development, the Use permit may be renewed for up to five (5) years.
Section 3.7: Bed and Breakfast Establishments

Section 3.7.A: Purpose

The purpose of a Bed and Breakfast Establishment is to provide a small, owner-operated business that provides transient overnight or temporary lodging and that may provide meals.

Section 3.7.B: Applicability

Bed and Breakfast Establishments, where permitted by the provisions of this Ordinance through the issuance of a Conditional Use permit per Section 5.7, shall be subject to the approval of the Planning and Zoning Commission and shall comply with the following Performance Standards:

Section 3.7.C: Performance Standards

1. All provisions of Section 3.5 pertaining to Home Occupations shall be met.

2. Applicants for a use permit shall be the property owners.

3. No more than two four bedrooms shall be used at any one time.

4. No more than five 10 total occupants, including staff and boarders may be accommodated at any one time.

5. The maximum duration of stay of any one guest shall be ten days.

6. The boarders must enter primarily through the main entrance of the Dwelling to get to their rooms, with no separate entrances allowed.

7. All parking must be accommodated on site.

8. The Commission may grant a Conditional Use permit for up to three (3) years. If all requirements of this Section and of the Use permit have been consistently met, and if no complaints have been filed with the Department of Community Development, the Use permit may be renewed for up to five (5) years.

9. For the use of two or more bedrooms, State and County Health Department approval and permits are required.

10. One non-illuminated Sign not exceeding six (6) square feet in area and six (6) feet in height shall be permitted in compliance with provisions of Section 4.2. Colors of Sign background, Sign lettering, and support structure shall be earth tones complementary to the natural surroundings.
Section 3.7.D: Permits and Administration:

Establishment of a Bed and Breakfast shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7.

Section 3.8: Group Homes for the Disabled

Section 3.8.A: Purpose:

The purpose of these regulations is to permit disabled persons, as defined by state and federal law, to reside in single family residential neighborhoods in compliance with the Fair Housing Act and applicable state law, while preserving the residential character of the neighborhood.

Section 3.8.B: Applicability

1. Zoning Confirmation: Prior to registration, a request for zoning confirmation may be submitted to the Community Development Department to confirm that the proposed location of the group home is permitted under this Section.

2. Additional Requirements of State Law: Notwithstanding the foregoing, if the State has adopted laws or rules for the regulation of a specific type of home, such as a Group Home for the developmentally disabled pursuant to ARS § 36-582 or an assisted living home pursuant to ARS Title 36, Chapter 4, then any such State law or rule shall apply in addition to the conditions listed herein and shall preempt any conflicting condition listed herein.

Section 3.8.C: Performance Standards

Group Homes for the Disabled shall be located, developed, and operated in compliance with the following standards:

a. Separation. The minimum separation between group homes shall be 1,200 feet in accordance with ARS § 36-582, as measured from the closest property lines. No separation is required when Group Homes are separated by a utility Right-of-Way of at least 300 feet in width, or by a freeway, arterial Street, canal, or railroad.

b. Occupancy. The number of residents, excluding staff, shall not exceed 10.

c. Exterior Appearance. There shall be no sign or other exterior indication of a Group Home visible from a Street.

d. Compliance with all applicable Building, Environmental Health and Fire Safety Regulations. If a Group Home has one or more non-ambulatory residents, building code requirements in addition to those applicable to Group Homes with no non-ambulatory residents, shall apply.
e. Licensing. Group Homes shall comply with applicable licensing requirements.

f. Parking. Any parking for the Group Home shall be on Site.

Section 3.8.D: Permits and Administration

1. Permits shall be subject to the standards of Section 5.1.A: Administrative Permits.

2. Property is considered a Group Home for the Disabled under this Ordinance after the Coconino County Community Development Department issues a Permit for a Group Home for the Disabled for that property. Only property serving occupants who fit the definition of Disabled under the Fair Housing Act are eligible for determination as a Group Home for the Disabled.

   a. In order to secure a Permit for a Group Home for the Disabled, an application must be submitted on the form prescribed by the Community Development Department. The application must be accompanied by the following: a Site Plan, a notarized statement detailing qualifications, copies of applicable licensed, an affidavit of compliance and other documentation indicating the use of the property as a Group Home for the Disabled as may be required by the Director of the Community Development Department. The Director of Community Development may require additional information or plans, if they are necessary to enable a determination as to whether the circumstances prescribed for the granting of a Conditional Use Permit exist. The Director of Community Development may authorize omission of any or all of the plans and drawings required by this Section if they are not necessary.

   b. The Community Development Department will review the application for administrative completeness within 10 days after submission. The Department will have 30 days after administrative completeness to conduct its substantive review of the application. The total time for the granting or denying of the Certificate of Exemption is 40 days. Time frames are tolled and may be waived in accordance with A.R.S. §11-1601 et seq.

3. If standards are not met, the home shall be considered an Other Group Home or Institutional Residential Use and shall be subject to the provisions of the Zoning Ordinance guiding such establishments. Status as a Group Home for the Disabled is open to review by the Coconino County Community Development Department and may be canceled at any time, with 90 day occupancy notice, upon a determination by the Director that the property is no longer being used for a qualifying purpose or meeting standards laid forth in this Ordinance.

Section 3.9: Wireless Telecommunication Facilities

Section 3.9.A: Purpose

1. The purpose of this Section is to establish a process, rules and standards for the construction of Wireless Telecommunication Facilities to:
a. To protect and promote the public health, safety and welfare.

b. To provide guidelines for the siting and design of Wireless Telecommunication Facilities.

c. To protect the county’s environmental resources and to minimize adverse impacts on visual resources.

d. To ensure that Wireless Telecommunication Facilities are compatible with adjacent land Uses.

e. To minimize the number of towers by encouraging the joint use (co-location) of facilities and by maximizing the use of existing Towers and Structures.

f. To allow competition in telecommunications service.

g. To enhance the ability to provide wireless telecommunication services to county residents, businesses and visitors.

Section 3.9.B: Applicability

1. Wireless Telecommunication Facilities require the granting of a Conditional Use permit by the Planning and Zoning Commission except as exempted in Section 2.a. below. Facilities are preferred in the industrial (M-1-10,000, M-2-6,000, and MP) and commercial (CG-10,000, CH-10,000, and CN-2/A) zones, but are also permitted with a Conditional Use permit in the AR, RR, G, PRD, PC, PS, OS, RC, P, RS, RM, MHP, RMH, and MR zones. Facilities are least preferred in the residential (RS-6,000, RS-10,000, etc., RM-10/A, RM-20/A, MHP and RMH) zones.

2. Exemptions

a. This Ordinance does not apply to Ham Radio Towers, which are regulated elsewhere in the Zoning Ordinance, or to satellite dishes for television reception at individual single family residences.

b. A Conditional Use Permit is not required to co-locate additional Antennas or microwave dishes on already approved Towers unless it results in a substantial change in the approval, such as an increase in Tower Height. An increase of the originally approved Tower Height by more than 10% or an increase in the originally approved Tower Height to create an antenna separation of more than 20 feet is considered a substantial change in Tower Height. Co-locations are subject to the same conditions of approval as the original Conditional Use Permit. A Conditional Use Permit is not required for attached Antennas where the Height of the Structure the Antenna is being attached to is not increased. Examples would be Antennas on existing utility or light poles, water Towers, or on the fascia of existing Buildings. If an increase in Tower Height creates a Tower height exceeding 199’, all required FAA safety lights shall be radar-activated.
c. A conditional use permit is also not required for a stealth design that meets the Height restriction of the zone in which the Tower is proposed to be located. Towers exempted by this subsection shall meet all requirements of subsection 3.9.C.3 and all underlying zone performance standards.

Section 3.9.C: Performance Standards

1. Preferred Facilities:

   a. Site location and development of Wireless Telecommunication Facilities shall preserve the existing character of the surrounding land Uses and Buildings and the aesthetic visual character of the area. If technically feasible, new facilities shall use the most preferred facility type. The order of preference for new facilities is as follows (from most preferred to least preferred):

   1. Co-location on an existing Tower
   2. Antennas attached to existing Structures such as Buildings, light poles, utility poles
   3. Concealed or camouflaged facilities
   4. New sites on previously disturbed areas such as cinder pits
   5. New Towers/facilities under 100’ in commercial or industrial zones
   6. New Towers/facilities 100’-175’ in commercial or industrial zones
   7. New Towers/facilities under 100’ in G, AR, or RR zones
   8. New Towers/facilities 100’-199’ in G zones
   9. New Towers/facilities 100’-150’ in AR or RR zones
   10. New Tower in other zones as described in Section 3.10.B.1 above

   b. New facilities shall use the most preferred facility type and location where technically feasible, even if it results in an increase in the number of facilities or a higher cost. A lesser-preferred facility type may be permitted only if the applicant presents substantial evidence to show that it will have a lesser visual impact or is more technically necessary than the use of more preferred facilities. New facilities shall be designed to accommodate co-location to the extent possible.

2. Disfavored Facilities

   a. Any site that is within a state or federal designated scenic corridor such as Highways 180, 64, and 89A.
b. Any site within a visual corridor, highway corridor or scenic vista, for example in the view of the San Francisco Peaks, along a ridgeline exposed to view from highway travelers or to residential areas, along a public trail, in a park or recreation area, unless the facility blends with the surrounding natural and human made environment.

c. Sites adjacent to or very close to residential areas.

d. Sites adjacent to or very close to Sacred Sites.

e. Sites within a wildlife or migration corridor, or near a water source.

g. Facilities with guy wires.

3. All Facilities

a. Height. New facilities shall not exceed 199 feet in Height.

b. Setbacks. The Setback for Towers is 105% of the Tower Height from all property lines so that in case of collapse or failure the Tower would be contained on the property. Setbacks may be allowed to extend onto adjacent properties if there are dedicated fall zone easements. The Setbacks may be reduced if a registered engineer can certify that in case of failure the tower would be contained on site. In commercial and industrial zones, the Setbacks may be reduced to 30% of the Tower Height if a registered engineer can prove that in case of failure the Tower would be contained on site. Guys and Accessory Structures must meet the Setbacks of the underlying zoning classification. Facilities that are located on new or replaced utility poles, street lights, or traffic signal poles are exempt from the Setback requirements.

c. Color and Materials. Towers and attached Antennas must be painted or coated in a color that blends with the surrounding environment. Muted colors, earth tones, and subdued hues, such as gray, shall be used. All associated Structures such as equipment Buildings, including the roofs, shall be painted with earth tone colors.

d. Bird Flight Diverters. All towers with guy wires must include Bird Flight Diverters, eight inches long by eight inches wide, at for every fifteen feet intervals along the length of the wire, or as otherwise approved by staff based on the most current science and technology.

e. Fencing. New Towers, other than flagpoles, utility poles, or other camouflaged facilities, shall be fenced to prevent trespass.

f. Lighting. Lighting on any new Tower is prohibited unless required by the Federal Aviation Administration or by other applicable state or federal requirements. If an increase in Tower Height creates a Tower height exceeding 199', all required FAA safety lights shall be radar-activated. Motion detector security lighting may be approved if the lights are fully shielded. Any outdoor lighting requires a separate lighting permit.
g. Landscaping. Perimeter Landscaping may be required as a condition of approval of the facility, depending on the location. Existing vegetation shall be preserved to the maximum extent possible.

h. Signs. No advertising is permitted anywhere upon or attached to the facility. Signage is limited to small non-illuminated warning and identification Signs.

i. Permits. A Building Permit is required for the construction of any new Tower and for Accessory Structures.

j. Storage. Long-term vehicle storage and other outdoor storage are prohibited.

k. Term of use permit. The Conditional Use Permit shall have a time limit of no more than ten years. Prior to the end of the ten-year period, the applicant and/or Structure owner shall be responsible for submitting a new application for renewal. The applicant shall demonstrate that changes in technology have not eliminated the need for the facility as approved. Renewal of a conditional use permit shall be based on compliance with the conditions of approval.

4. Abandonment

The provisions of Zoning Ordinance Section 3.13, Historic and Nonconforming Uses, shall apply to Wireless Telecommunications Facilities. Pursuant to Section 3.13, a Tower shall be considered abandoned and the use discontinued if it is not utilized, i.e. there are no providers/Antennas on the tower, for a continuous period of 180 days.

5. Obsolescence and Removal

In addition to all other remedies available to Coconino County, if a facility is abandoned pursuant to Section 3.9.C.4 above and Section 3 of the Zoning Ordinance, or if a facility becomes obsolete due to changing technology, it shall be the responsibility of the Tower owner and/or property owner to remove the Tower and to restore the site to its original condition within 60 days.

Section 3.9.D: Permits and Administration:

1. Establishment of a Wireless Telecommunications Facility shall require issuance of a Conditional Use Permit in compliance with the provisions of Section 5.7, except as exempted by Section 3.9.B.2.

2. Application Process

a. Prior to the submittal of a conditional use permit application, the applicant shall schedule a pre-application conference with staff of the Community Development Department. In addition, for facilities located within one-half mile of a residential area, the applicant shall hold a neighborhood meeting prior to the submittal of an application. Staff will attend the meeting and utilize the comments of neighbors in the analysis presented to the
Planning and Zoning Commission. The requirement for a neighborhood meeting may be waived by the Director of Community Development.

b. In addition to requirements of Section 5.1.B, Permits requiring Hearing, the following shall be provided:

1. Elevation drawings. The drawings shall show the Tower and proposed attached Antenna(e), as well as proposed Structures on the ground. Materials and colors shall be indicated and color samples shall be provided.

2. Photo images. Photo simulations of the proposed facility from each direction shall be provided showing the Tower, all Antennas, Structures, and equipment facilities, demonstrating the true impact of the facility on the surrounding visual environment. The Community Development Department will assist in specifying recommended vantage points and the requested number of photo simulations at the pre-application conference.

3. Coverage maps. The applicant shall submit coverage maps from a licensed engineer demonstrating the need for the proposed facility. The maps shall be drawn to scale, shall demonstrate existing service coverage and strength, and shall demonstrate future service coverage and strength with the proposed facility.

4. Evidence of the least intrusive means to address a demonstrated coverage gap. For applications made to close a significant gap in coverage, the applicant shall provide evidence that they have explored all other reasonable locations and designs to address the demonstrated coverage gap. The applicant shall provide evidence that the selected site and design is the least intrusive option to address the gap in coverage or that less intrusive sites and designs are not technically or physically feasible.

5. Written narrative. A written narrative shall be submitted with the application explaining why the proposed site has been chosen, why the proposed Wireless Telecommunication Facility is necessary, why the requested height was chosen, ability of the facility to accommodate other providers, and any other information requested at the pre-application conference.

6. Existing Structures. Evidence shall be submitted demonstrating that no existing verticality can be utilized within the targeted search area, defined generally as a one mile radius, to meet the applicant’s requirements.

7. Property owner list. A typewritten list of the names and addresses of all property owners, keyed to Assessor’s Parcel Numbers, within 500 feet of the outside boundaries of the subject property for towers up to 99 feet, and within 1000 feet for towers from 100-199 feet.

8. For facilities within one quarter mile of an established residence, evidence of notification of property owners within one quarter mile, and a map indicating the Tower site and residential area.
c. Due to the complexity of the methodology or analysis required to review an application for a wireless telecommunications facility conditional use permit, the Director may require a technical review by a third party expert. The costs of this review shall be borne by the applicant, and shall be in addition to applicable Conditional Use Permit and Building Permit fees. The expert review may include, but is not limited to, the following:

1. The accuracy and completeness of the submissions;
2. The applicability of analysis techniques and methodologies;
3. The validity of conclusions reached;
4. Whether the proposed Wireless Telecommunications Facility complies with the applicable criteria set forth in these regulations;
5. Other matters deemed by the Director to be relevant in determining whether a proposed Wireless Telecommunications Facility complies with the provisions of these regulations.

Section 3.10: Metal Storage Container Boxes

Section 3.10.A: Purpose

The purpose of this Section is to establish the criteria, process, rules and standards for the use of Metal Storage Container boxes.

Section 3.10.B: Applicability

Standards in this Section apply to all permanent or temporary uses of Metal Storage Containers that are located as outdoor, stand-alone structures.

Section 3.10.C: Performance Standards

1. Temporary Uses in the G, AR, RR and RS Zones
   a. Upon the issuance of an Administrative Permit, two 160 or one 320 square foot Metal Storage Containers may be established with a no-fee temporary use permit. A temporary use permit is required prior to the storage containers being located on site and may be issued for up to 18 months at a time. Temporary use permits may be renewed so long as Building Permit remains in active status.
   b. For non-permit projects (emergency situations related to fire or flood, or remodels), two 160 or one 320 square foot Metal Storage Containers may be established with temporary use permit for up to 9 months. Emergency related projects are subject to a no fee permit. Temporary use permits may be renewed for an additional 9-month period.
c. Metal Storage Containers shall be located at least 10 feet from the Front and Street Side Property Lines and shall meet Side and Rear Setback requirements for the zoning district in which they are located. Exceptions may be granted by the Director of Community Development in an emergency situation for a maximum of 90 days.

d. There shall be no utilities installed within the Metal Storage Container.

e. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

2. Temporary Uses in the PS, CG, CH, M1 and M2 Zones

a. Upon the issuance of an Administrative Permit, Metal Storage Containers may be established with a temporary use permit. A no fee temporary use permit is required prior to the storage container being located on site and may be issued for up to 18 months at a time. Temporary use permits may be renewed so long as Building Permit remains in active status.

b. For non-permit projects Metal Storage Containers may be established with a temporary use permit for up to 6 months.

c. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks, Building separation and Structure Height. Exceptions may be granted by the Director of Community Development in an emergency situation for a maximum of 90 days.

d. There shall be no utilities installed within the Metal Storage Container.

3. Permanent Uses in the G, AR, RR and RS Zones

a. One 160 square foot Metal Storage Container may be established with an approved Administrative Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Container.

2. The only utilities permitted shall be electricity for lights and outlets, i.e. there shall be no plumbing or mechanical. The addition of electricity requires an electric permit.

3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earthtone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks, Building separation and Structure Height. Whenever possible, Metal Storage Containers shall not be located in front of the primary structure.
5. Use of the unit is for the storage of personal effects owned by the property owner or tenant. There shall be no commercial use of the unit, for example rental of the unit to people not residing on the property.

6. The unit shall not be used for residential use or for the keeping of animals.

7. Nothing shall be stored on top of the unit.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

c. Metal storage containers existing prior to the adoption of this Ordinance will have until January 1, 2009, to meet these requirements.

3. Permanent Uses in the PS, CG and CH Zones

a. The equivalent of one 320 square foot Metal Storage Container (for example two 8’x20’ containers or one 8’x40’) may be established with an approved Administrative Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Containers.

2. Electric utility may be permitted as part of the Building Permit.

3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earhtone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

c. Metal storage containers existing prior to the adoption of this Ordinance will have until January 1, 2009, to meet these requirements.

4. Permanent Uses in the M1 and M2 Zones

a. Metal Storage Containers are permitted with an approved Building Permit subject to the following standards.

1. There shall be no signage on the Metal Storage Containers

2. Electric utility may be permitted as part of the Building Permit.
3. All containers shall be painted and maintained either the primary Structure color or a pre-approved earth tone color consistent with the surrounding terrain prior to placement.

4. Metal Storage Containers are required to meet all development standards of the Zoning District in which they are located including Setbacks. Any deviations from these standards may be approved through the issuance of a conditional use permit.

b. Any deviations from these standards may be approved through the issuance of a Conditional Use Permit per Section 5.7.

e. Metal Storage Containers existing prior to the adoption of this Ordinance will have until January 1, 2009 to meet these requirements.

Section 3.10.D: Permits and Administration:

1. All Metal Storage Containers shall be subject to the issuance of a permit. Issuance may be through the action of the Director of Community Development or the Planning and Zoning Commission.

a. Establishment of a Metal Storage Container Administrative Permit shall be in compliance with the provisions of Section 5.1.A.

b. Establishment of a Metal Storage Container requiring issuance of a Conditional Use Permit shall be in compliance with the provisions of Section 5.7.

Section 3.11: Accessory Wind Energy Systems

Section 3.11.A: Purpose

The purpose of this Section is to establish a process, rules and standards for the construction and operation of Accessory Wind Energy Systems used primarily for on-site power consumption.

Section 3.11.B: Applicability

1. Accessory Wind Energy Systems shall be considered a permitted use in the following zoned areas G, AR, RR, RS, RM, PC, PRD, PS, RC, CG, CH, MR, MP, M1 and M2 Zones that are a minimum of one acre in size on all properties with sufficient distance to accommodate setbacks, per this Section. Roof mounted systems may be permitted in any of the abovementioned zoned areas that are a minimum of one-half acre in size.

2. Any deviation from the required standards of this Ordinance may be approved through the issuance of a Conditional Use Permit per Section 5.7.
Section 3.11.C: Performance Standards

1. The requirements of this Ordinance shall apply to all Accessory Wind Energy Systems proposed after the effective date of this Ordinance.

2. All Accessory Wind Energy Systems shall conform to applicable industry standards, including those of the American National Standards institute.

3. Minimum parcel size of one acre is required for the installation of an Accessory Wind Energy System.

4. No more than two systems are permitted per parcel.

5. Maximum height shall be that of the underlying zoning district measured from preexisting natural Grade to the center of the turbine hub for horizontal and vertical systems.

6. Setback requirements shall be 100% of the Total Height of the Accessory Wind Energy System, including blade length, from all property lines, Access Easements, Residential Structures, and public electric power or telephone lines. No part of the wind system Structure, including guy wire anchors, may extend into the minimum Setback area of the underlying zoning district or into any Access or utility Easements.

7. Bird flight diverters are required on Accessory Wind Energy System with guy wires. Bird flight diverters (minimum 8 inches long by 8 inches wide) shall be placed at 15 foot intervals along the length of the wire.

7. All portions of the energy system shall be a non-reflective, non-obtrusive color, subject to the approval of the Community Development Director. The appearance of the turbines, towers and any other related components shall be maintained throughout the life of the wind energy facility pursuant to industry standards.

8. Systems shall not be used for displaying any advertising.

9. Systems shall not be illuminated unless required by a state or federal agency.

10. The electrical collection system shall be placed underground within the interior of each parcel. The collection system may be placed overhead near substations or points of interconnection to the electric grid. All grid-connected systems shall have a completed contractual agreement with the local utility prior to the issuance of a Building Permit.

11. Accessory Wind Energy Systems shall be designed, installed, and operated so that noise generated by the system shall not exceed fifty decibels (50 dBA), as measured from the nearest property line, except during short-term events including utility outages and severe wind storms.

12. Obsolescence and Removal
If the Accessory Wind Energy System remains nonfunctional or inoperative for a continuous period of 120 days, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire Structure including foundations to below natural Grade, and transmission equipment.

**Section 3.11.D: Permits and Administration:**

Building Permits shall be obtained for any Accessory Wind Energy System prior to installation.

**Section 3.12: Medical Marijuana Dispensaries and Off-Site Cultivation and Infusion Facilities**

**Section 3.12.A: Purpose**

The purpose of this Section is to establish a process, rules, and standards for the construction, establishment, and operation of Medical Marijuana Dispensaries, and Off-Site Cultivation and Infusion Facilities, pursuant to ARS §36-2806.01.

**Section 3.12.B: Applicability**

1. Medical Marijuana Dispensaries shall be considered a permitted use in the CG-10,000 (Commercial General) and CH-10,000 (Commercial Heavy) Zones, or in the PC (Planned Community) Zone in areas designated for development subject to CG-10,000 and CH-10,000 Uses and development standards, subject to the following performance standards and design requirements.

2. Medical Marijuana Off-Site Cultivation and Infusion Facilities shall be considered permitted Uses in the M-1-10,000 (Light Industrial), and M-2-6,000 (Heavy Industrial), Zones or in the PC (Planned Community) Zone in areas designated for development subject to the M-110,000 and M-2-6,000 Uses and development standards, subject to the following performance standards and design requirements. Off-Site Cultivation and Infusion Facilities shall be considered Conditional Uses per Section 2.7.B in the CH-10,000 (Commercial Heavy) Zone or in the PC (Planned Community) Zone in areas designated for development subject to CH10,000 uses and development standards.

**Section 3.12.C: Performance Standards**

1. Medical Marijuana Dispensaries shall be located in a permanent Building, and may not locate in a trailer, cargo container, or motor vehicle.

2. Medical Marijuana Dispensaries shall have a single secure entrance and shall implement appropriate security measures to deter and prevent the theft of marijuana and unauthorized entrance into areas containing marijuana pursuant to ARS §36-2806(C).
3. Medical Marijuana Dispensaries shall be a maximum of 2,500 gross square feet.

   a. Medical Marijuana Dispensaries and Cultivation/Infusion Facilities shall not be located within 500 feet of a public or private Preschool, kindergarten, elementary, secondary, or high school, place of worship, or public park existing before the date of application for the Medical Marijuana Dispensary or Cultivation/Infusion Facility. This distance shall be measured in a straight line from the exterior walls of the Building or portion thereof in which the business is conducted or proposed to be conducted to the property line of the protected use.

   b. Medical Marijuana Dispensaries and Cultivation/Infusion Facilities shall not be located within 500 feet of another Medical Marijuana Dispensary or Cultivation or Infusion Facility. This distance shall be measured in a straight line between the exterior walls of the Buildings or portions thereof in which the businesses are conducted or proposed to be conducted.

   c. Any Medical Marijuana Dispensaries and Cultivation/Infusion Facilities lawfully operating shall not be rendered in violation of these provisions by the subsequent location of a public or private Preschool, kindergarten, elementary, secondary, or high school, place of worship, or public park.

   d. Retail sales and dispensing of Medical Marijuana and related products is prohibited at Off-Site Medical Marijuana Cultivation and Infusion Facilities.

   e. Operating hours of Medical Marijuana Dispensaries are limited to 8:00 am to 8:00 pm.

   f. Drive-through services are prohibited.

   g. There shall be no emission of dust, fumes, vapors, odors, or hazardous waste into the environment from any facility where Medical Marijuana Cultivation or Infusion occurs.

   h. Marijuana remnants and byproducts shall be secured and properly disposed of and shall not be placed within the facility’s exterior refuse containers.

   i. Medical Marijuana Cultivation and Infusion may occur within a Medical Marijuana Dispensary. Otherwise, a Medical Marijuana Dispensary may have one additional location where Cultivation, Infusion, and production of Medical Marijuana products occurs pursuant to ARS §36-2804(B)(1)(b)(ii).

Section 3.12.D: Permits and Administration

1. Establishment of a Medical Marijuana Dispensaries and Cultivation/Infusion Facility shall require issuance of an Administrative Permit in compliance with the provisions of Section 5.1.
2. Where Medical Marijuana Dispensaries and Cultivation/Infusion Facilities are classified as a permitted Use, an administrative permit shall be obtained prior to establishment of the Use and in compliance with the provisions of Section 5.1.A. To obtain an administrative permit, an applicant must comply with paragraphs 3-9 of this Section.

3. Where Medical Marijuana Cultivation/Infusion Facilities are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use per Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

4. The applicant shall provide the name and location of the Medical Marijuana Dispensary. For an Off-Site Cultivation and/or Infusion Facility, the applicant shall provide the name and location of the dispensary with which it is associated.

5. The applicant shall provide a copy of their dispensary registration certificate issued by ADHS pursuant to ARS §36-2804(B) and a copy of the operating procedures adopted pursuant to ARS §36-2804(B)(1)(c) along with a Site plan, floor plan, and security plan.

6. If the dispensary and/or cultivation/infusion facility is proposed to be located in an existing Building, the applicant shall obtain a Building Permit for change of occupancy with plans prepared by a professional architect registered in the State of Arizona.

7. A Medical Marijuana Dispensary or Infusion Facility that incorporates Medical Marijuana by means of cooking, blending, or incorporation into consumable/edible goods shall obtain applicable food service permits from the County Health Department.

8. If the measured distance is within 25 feet of the required limits identified in Sections 3.13.C.3 a and b above, a survey sealed by a registered land surveyor may be required, at the discretion of the Director of Community Development and at the applicant’s expense, to verify the required separation.

9. Permits may be denied if the applicant, in the reasonable opinion of the Director of Community Development, is failing to comply with any applicable state or local law or regulation.

**Section 3.13: Historic and Nonconforming Uses**

**Section 3.13.A: Purposes**

This Section is intended to limit the number and extent of Nonconforming Situations by prohibiting or limiting their enlargement, their reestablishment after abandonment, and the alteration or restoration after destruction. The overall purpose is the gradual elimination of Nonconforming Uses or conversion to conforming Uses in order to further the goals of the Coconino County Comprehensive Plan, special Area Plans, and this Ordinance.
Section 3.13.B: Applicability

1. Continuation of Nonconforming Situations

   a. Nonconforming Situations that were lawful when created or established may be continued.

   b. Whenever a Nonconforming Situation has been discontinued for a consecutive period of 180 days, or changed to a conforming Use, Use of the Structure or Site thereafter shall be in conformity with the regulations for the zone in which the property is located.

2. Completion of Nonconforming Projects

   a. Nonconforming Projects which have been approved or permitted before the effective date of this Ordinance or any amendment thereto or of any zoning map change may be completed in accordance with the terms of their permits, so long as these approvals or permits were validly issued and remain unrevoked and unexpired.

   b. Nonconforming Projects approved by conditional use permit shall be allowed to be completed so long as the Use is commenced or a Building Permit is obtained within one (1) year of approval as per Section 3.13.B to 3.13.D.

   c. Applicable zoning regulations for a Nonconforming Project are those in place at the time of a Building Permit application or at the time of application for a zone change or conditional use permit.

   d. For projects designed to be completed in stages, construction may be completed according to regulations in effect on the date of approval pursuant to schedules of development approved by the Planning and Zoning Commission or Board of Supervisors.

Section 3.13.C: Performance Standards

1. Nonconforming Lots

   a. Lots that were legally established and in conformance with the Zoning Ordinance when created shall be considered usable.

   b. When the Use proposed for a Nonconforming Lot is one that conforms in all other respects but the applicable Setback requirements cannot be reasonably complied with, the Board of Adjustment may grant Variances from the applicable Setback requirements if it finds that:

      1. The property cannot reasonably be developed for the use proposed without such Variance,

      2. The Variance is necessitated by the size and shape of the Nonconforming Lot, and
3. The property can be developed as proposed without any significantly adverse impact on surrounding properties or the public health or safety.

c. For the purpose of Section b above, compliance with applicable Building Setback requirements is not reasonably possible if a Building that serves the minimal needs of the Use proposed for the Nonconforming Lot cannot practicably be constructed and located on the Lot in conformity with such Setback requirements. However, mere financial hardship does not constitute grounds for finding that compliance is not reasonably possible.

d. This Section only applies to undeveloped Nonconforming Lots. A Lot is undeveloped if it has no substantial Structures on it. A change in Use of a developed Nonconforming Lot may be accomplished in accordance with Section 3.13.D.1 below.

2. Nonconforming Signs

a. Subject to the remainder of this Section, Nonconforming Signs that were lawful when established may be continued.

b. No Nonconforming Sign may be enlarged or altered in such a manner as to increase the extent of the nonconformity nor may illumination be added to any Nonconforming Sign.

c. A Nonconforming Sign may not be moved or replaced except to bring the Sign into complete conformity with this Ordinance.

d. Restoration of a damaged Sign may be accomplished in accordance with Section 3.13.C.5 below.

e. The message of a Nonconforming Sign may be changed so long as this does not create any new nonconformities (for example, by creating an Off-Premise Sign where such Sign would not be allowed).

f. Routine maintenance and repairs may be done so long as the cost of such work does not exceed 50 percent of the value of such Sign within any 12-month period.

g. If a Nonconforming Sign advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that has not been offered or conducted for a period of 180 days, that Sign shall be considered abandoned and shall be removed within 30 days after such abandonment. If the business is resumed following the abandonment, all Signs shall conform to this Ordinance.

h. If a nonconforming Billboard remains blank for a continuous period of 180 days, that Billboard shall be deemed abandoned and shall be removed within 30 days after such abandonment. For the purpose of this Section, a sign is blank if:

1. It advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted; or
2. The advertising message it displays becomes illegible in whole or substantial part; or

3. The advertising copy paid for by a party other than the Sign owner or promoting an interest other than the rental of the Sign has been removed.

3. Nonconforming Mobile Homes and Mobile Home Parks
   a. Within nonconforming Mobile Home Parks, Mobile Homes may be replaced subject to the following:
      1. The total number of spaces in the Mobile Home Park shall not be increased over the number existing at the time the park became nonconforming;
      2. There shall be a minimum 10’ Front Setback; and
      3. There shall be a minimum 10’ spacing between Mobile Homes.
      4. Setbacks around the perimeter of the park shall not be reduced from those existing at the time the park became nonconforming.
   b. Expansions of nonconforming Mobile Home Parks may only be accomplished through rezoning to the Mobile Home Park Zone for the proposed expansion area.
   c. Individual nonconforming Mobile Homes on discrete parcels may only be replaced with the granting of a conditional use permit as described in Section 3.143.D.1 below. Minor additions or improvements, such as decks, porches, and cabanas with a cost up to 25 percent of the appraised value of the nonconforming Mobile Home, are permitted.

4. Extension or Enlargement of Nonconforming Situations
   a. Except as otherwise specifically allowed in this Section, no increase in the extent of nonconformity of a Nonconforming Situation is permitted. In particular, no Nonconforming Use shall be enlarged or extended in such a way as to occupy any part of the Structure or site or another Structure or site which it did not occupy at the time it became a Nonconforming Use, or in such a way as to displace any conforming Use occupying a Structure or site, except as permitted in this Section.
   b. No Nonconforming Use or Structure shall be enlarged or extended so as to increase the nonconformity with respect to Setbacks, height, density or number of units, distance between Structures, parking or other requirements such as performance standards.
   c. Extension of hours or seasons of use, addition of new Uses, and changes in character of the Nonconforming Use are considered to be extensions and are not permitted.
   d. Pursuant to Arizona Revised Statutes § 11-830, within any zoning district, subject to the granting of a conditional use permit, a nonconforming business Use may expand if such expansion does not exceed one hundred percent of the area of the original business. Such
expansions shall be limited to Uses of the same basic nature and character. Expansion shall be limited to the original parcel on which the Use was located at the time it became nonconforming. For Uses within a Structure, the expansion shall be measured by floor area. For business Uses not involving a Structure, for example junk yards, truck yards, or contractors’ yards, area shall be strictly construed to mean the square footage or acreage of the Use at the time it became nonconforming.

5. Repair, Maintenance, and Reconstruction

a. Minor repairs and routine maintenance of property where Nonconforming Situations exist are permitted and encouraged. Major renovation, i.e. work estimated to cost more than 25% of the appraised value of the Structure to be renovated, may only be done with the granting of a conditional use permit. Cost shall mean the fair market value of the materials and services necessary to accomplish the repair or maintenance.

b. If a Structure located on a parcel where a Nonconforming Situation exists is damaged to an extent of 50% or less of the appraised value of the damaged Structure, then it may be repaired and replaced and the Nonconforming Use may be resumed, provided that restoration is started within one year and diligently pursued to completion. For damaged Nonconforming Signs, restoration must be initiated within three (3) months and completed within six (6) months. If the damage exceeds 50% or the Structure is voluntarily razed or is required by law to be razed, the Structure shall not be restored except in full conformity with the regulations for the zone in which it is located, and the Nonconforming Use shall not be resumed. Structure as used in this paragraph includes on-premise Signs and Billboards. Nonconforming Structures used for single family residential purposes, if damaged to an extent exceeding 50% may be reconstructed and restored subject to the granting of a conditional use permit.

c. For the purpose of paragraph B above, the extent of damage shall be based on the ratio of the estimated cost of restoring the Structure to its condition prior to such damage or partial destruction to the estimated cost of duplicating the entire Structure as it existed prior to the damage. Estimates for this purpose shall be reviewed and approved by the Director of Community Development or the Chief Building Official and shall be based on the minimum cost of construction in compliance with adopted building codes.

Section 3.13.D: Permits and Administration

1. Change in Use of Property Where a Nonconforming Situation Exists

a. A change in Use of property where a Nonconforming Situation exists to a principal Use that is permissible in the zone in which the property is located shall be accomplished in the same manner as establishing the Use on a vacant Lot. Once conformity with this Ordinance is achieved, the property may not revert to its nonconforming status.

b. If the change is to a permissible Use, but all requirements of this Ordinance, for example property development and performance standards, cannot be met then the change may be
allowed subject to the Board of Adjustment granting a Variance for the waivers. In addition to other findings required for a Variance, the Board must find that:

1. The change will not result in a Violation of Section 3.14.C.4; and

2. All of the requirements that can reasonably be met will be met. Compliance is not reasonably possible if compliance cannot be achieved without the addition of land or without moving a substantial Structure that is on a permanent foundation. Mere financial hardship related to such requirements as paving a parking lot may not constitute grounds for granting a Variance.

c. A change from one Nonconforming Use to another principal Use that is also nonconforming may be permissible with the granting of a conditional use permit. The permit may be granted if the findings in Section b above are met and if the proposed development will have less of an impact on the area and will be more compatible with the surrounding neighborhood than the Use in operation at the time the permit is applied for. Applications for a change shall be restricted to the property, i.e. the specific parcel, on which the Nonconforming Use is located.

2. Nonconforming Uses Authorized by Conditional Use Permits

a. Uses approved by conditional use permit which have become nonconforming because of a Zoning Ordinance text amendment or a zoning map change may continue until the expiration date of the permit. At that time the Planning and Zoning Commission may grant a use permit for renewal if all of the original conditions of approval have been met, even if the Use is no longer a permitted or conditional use in the zoning district in which the property is located. The Commission may impose reasonable improvements to bring the property into closer conformity or to mitigate the Use.

b. Whenever a Nonconforming Use has been discontinued, or changed to a conforming Use, for a consecutive period of 180 days, Use of the Structure or Site thereafter shall be in conformity with the regulations for the zone in which the property is located.

Section 3.14: Walls and Fencing

Section 3.14.A: Purpose

Section 3.14.B: Applicability

1. The provisions of this Section shall not apply to a wall or fence required by any law or regulation of the State of Arizona or any agency thereof.
Section 3.14.C: Performance Standards

1. In any required Front or Street Side Setback, an opaque or solid wall or fence shall not exceed three (3) feet in height. Non-opaque fences, which are at least 50% transparent, may be established in any required Front or Street Side Setback to a maximum height of six (6) feet.

2. A wall or solid fence not more than six (6) feet in height, as measured from the highest adjacent Grade, may be maintained along the interior side or rear lot lines provided that such wall or solid fence does not extend into a required Front or Street Side Setback. Stacking firewood along a property line shall be considered a wall or fence and must meet height limits.

3. A wall or fence adjacent to a driveway providing vehicular Access to an Abutting Lot shall not exceed three feet in height within fifteen (15) feet of the intersection of said driveway and the Street Right-of-Way so as not to obstruct visibility.

4. Tires may not be used to construct walls, unless they are fully encapsulated so as to prevent the accumulation of water inside the tires, and subject to the granting of a Building Permit.

5. Industrial Zones allowances:

   Barbed wire, electrical fences, broken glass or other similar hazardous on top of walls and fences in Industrial Zone may be permitted subject to the approval of the Director of Community Development.

Section 3.14.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning review shall be conducted through the issuance of such permits.

2. Walls or fences exceeding six (6) feet in height may be permitted only through the Variance or Administrative Adjustment procedure set forth in Chapter 5 and subject to the granting of a Building Permit.

Section 3.15: Storage and Screening

Section 3.15.A: Purpose

Section 3.15.B: Applicability

Section 3.15.C: Performance Standards

1. Residential
In all Residential Zones, outdoor storage of unlicensed or inoperable vehicles, vehicle parts, auto parts, tires, secondhand building material, pipe, drums, appliances, household furniture, household refuse, unlicensed Travel Trailers or utility trailers, etc., shall be permitted subject to the following conditions:

1. For any Lot or parcel of land, the area permitted for the above described outdoor storage shall be 200 square feet. An additional 100 square feet of outdoor storage per acre for properties larger than one acre, shall be permitted up to a maximum of 2000 square feet.

2. On any Lot or parcel of land, all outdoor storage shall be located to the rear of the property and screened from neighboring properties and roadways by a wall; opaque, rigid fencing; Landscaping; or other Structure. Second-hand materials may not be used for the construction of such screening unless otherwise approved by the Community Development Director. Any wall or fencing shall not exceed six (6) feet in height and shall be subject to the provisions of Section 3.13. Stored secondhand materials, vehicles, vehicle parts, etc., shall not be stacked so as to be visible above the required screening, or more than six (6) feet high. The provisions of this paragraph shall not be construed to restrict the storage of firewood maintained for personal use by the occupant of the premises.

3. All permitted screened outdoor storage areas shall meet the minimum required Building Setbacks as prescribed by this Section.

4. Outdoor storage shall not be permitted on any parcel unless there is a Dwelling on the parcel.

5. Temporary storage of construction materials shall be permitted on any Lot or parcel of land provided such materials are being used in conjunction with a valid construction project on that Lot or parcel.

6. In the MHP Zone, outdoor storage of unlicensed or inoperable vehicles, vehicle parts, auto parts, tires, second-hand Building materials, pipe, drums, appliances, household furniture, household refuse, unlicensed Travel Trailers or utility trailers, etc., shall be subject to the following conditions:

i. A maximum area of 200 square feet may be used on any one Lot or Manufactured Home Space for outdoor storage.

ii. Such outdoor storage shall be located to the rear of the main Dwelling.

2. Commercial

The outdoor storage of any items, including but not limited to items for sale, unlicensed and/or inoperable vehicles, Travel Trailers, boats, Recreational Vehicles, or secondhand materials is prohibited, unless a Conditional Use permit is approved by the Planning and Zoning Commission for said outdoor storage.
3. Industrial

The outdoor storage of any items, including but not limited to items for sale, unlicensed and/or inoperable vehicles, Travel Trailers, boats, Recreational Vehicles, or secondhand materials is prohibited, unless a Conditional Use permit is approved by the Planning and Zoning Commission for said outdoor storage.

4. Special Purpose

Screening and landscaping requirements for a Conditional Use shall be specified in the use permit.

Section 3.15.D: Permits and Administration:

1. Applicable Building, Environmental Quality and Engineering Permits apply. Planning and Zoning review shall be conducted through the issuance of such permits.

2. Establishment of Storage and Screening requirements through the issuance of a Conditional Use Permit shall be in compliance with the provisions of Section 5.7.

Section 3.16: Amateur (HAM) Radio Towers

Section 3.16.A: Purpose

Amateur Radio Towers provide freestanding or building mounted antenna that are used for airway communication by a person holding a valid amateur radio license issued by the Federal Communications Commission.

Section 3.16.B: Applicability

Amateur (HAM) Radio Towers shall be permitted for the personal use of the property owner/resident in Residential Zones and subject to the following Performance Standards:

Section 3.16.C: Performance Standards

1. Towers shall not project more than 65 feet above Grade; establishment of towers above this limit but less than 100 feet in height may be permitted only through the Variance procedure set forth in Section 5.8. The height of extension antennas shall be determined in their cranked-down position and shall remain in said position except during use.

2. Towers shall meet the minimum Setback requirements for the zone in which they are located; no portion of any antenna array shall extend beyond the property lines.
Section 3.16 D: Permits and Administration

It shall be the responsibility of the property owner to demonstrate that the site is adequate in size to contain debris resulting from tower failure and that such failure will not present a safety hazard to adjoining properties.

Section 3.XX: Recreational Facilities, Outdoor

Section 3.XX.A: Purpose

Recreational Facilities, Outdoor, provide for the recreational enjoyment and needs of residents and visitors throughout the County in a facility that is planned and dedicated to specialized events, sports, entertainment and other activities that are located in an outdoor facility.

Section 3.XX.B: Applicability

Recreational Facilities, Outdoor, require the granting of a Conditional Use permit by the Planning and Zoning Commission in all residential and commercial zones, and are permitted uses in the Industrial Park zone (MP), subject to the following performance standards.

Section 3.XX.C: Performance Standards

1. Property for which a Conditional Use permit for a Recreational Facility, Outdoor, is approved shall front on and have direct Access on a Road accepted for maintenance by the County or other governmental agency. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:

   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.

   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.

   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.

   d. The granting of the waiver will not have a negative impact on neighboring properties or improvements, especially as related to dust and traffic safety.

2. All Recreation Facilities shall provide an Emergency Response Plan to ensure that emergency services are available during and may have access to all events.
3. Facilities that provide arenas or fields for activities that generate dust shall provide a dust control and mitigation plan for each activity and area. The dust mitigation plan shall include a schedule and method for controlling dust, including water conservation methods of dust mitigation, such as the use of reclaimed water, and applying water during the morning or evening hours, when feasible.

4. Lighting shall be permitted in compliance with Section 4.3 for the appropriate lighting zone. All event lighting shall conclude with the end of the event, or as determined by the Planning and Zoning Commission.

5. Use of public address systems shall conclude with the end of the event, or as determined by the Planning and Zoning Commission.

6. Invasive and noxious weeds shall be monitored and controlled throughout the facility, in compliance with Section 4.4.E, Landscaping Performance Standards.

7. A written sanitation plan to address drinking water, waste water, trash concerns, and manure management (where appropriate) for the entire facility. This plan shall include the number of permanent or portable toilets to be provided on-site, based on size of the event and subject to the requirements of the County Environmental Quality, Health Department, and/or any other applicable agency; a description of how trash will be collected, disposed of and contained from blowing wind; and if events include animals, a plan for manure management.

Section 3.XX.D: Permits and Administration

1. Where Recreation Facilities, Outdoor, are classified as a permitted Use, all building, grading and other required permits must comply with the requirements of this Section.

2. Where Recreation Facilities, Outdoor are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use per Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

Section 3.XX: Animal Shelters and Kennels, Commercial

Section 3.XX.A: Purpose

Animal Shelters provide opportunities for public or semi-public facilities that offer rescue, shelter, humane care and adoption services for domestic animals and/or other animals not under the jurisdiction of the Arizona Game and Fish Department. Kennels, Commercial provide opportunities for privately-owned facilities to offer boarding, grooming, breeding and raising of dogs and cats.
Section 3.XX.B: Applicability

1. Kennels, Commercial, require the granting of a Conditional Use permit by the Planning and Zoning Commission in the General (G) and Agricultural Residential (AR) residential zones, in commercial General (CG-10,000), Commercial Heavy (CH-10,000) commercial zones, and in the Industrial Park (MP-20,000) and Light Industrial and Manufacturing (M1-10,000) industrial zones. Kennels, Commercial are permitted uses in the Heavy Industrial (M-2-6,000) zone.

2. Animal Shelters require the granting of a Conditional Use permit by the Planning and Zoning Commission in the General (G), Agricultural Residential (AR), and Rural Residential (RR) residential zones, and in Neighborhood Commercial (CN-0.5/A), Commercial General (CG-10,000), and Industrial Park (MP-20,000) and Public and Semi-Public zones. Animal Shelters are permitted uses in the Heavy Commercial (CH-10,000), Light Industrial (M1-10,000) and Heavy Industrial (M-2-6,000) zones.

3. Kennels, Commercial and Animal Shelters are subject to the following performance standards.

Section 3.XX.C: Performance Standards

1. Animal Shelters and Kennels, Commercial shall be designed and operated so that noise generated from resident animals shall not exceed fifty decibels (50 dBA), as measured from the nearest property line. Flexibility in noise abatement design, such as solid wooden, metal or masonry walls, is permitted to achieve the required decibel level.

2. Outdoor dog runs shall be designed to reduce barking provocation. Dogs may be allowed in outdoor kennels between sunrise and sunset each day.

3. Animal waste and/or livestock manure shall be collected daily and managed and properly disposed of for all animals on the property. Disposal shall be according to an approved waste disposal plan. See Section 3.X.X below for livestock manure management requirements.

4. Keeping of livestock sheltered in an Animal Shelter shall comply with Section 3.X of this Ordinance for manure management, shelter and quantity of animals, except that the number of livestock may be exceeded with approval of the Planning and Zoning Commission. Keeping of animals over the approved number limits during a local disaster event shall require notification of the numbers to the Community Development Department.

5. The parts of a building where animals are boarded shall be fully enclosed and sufficiently insulated to provide both noise mitigation and climate control shelter for the animals.

6. Outdoor facilities, including outdoor runs and exercise areas, shall not be located within 150 feet of any single-family zoning district.
7. A lighting permit in conformance with Section 4.X of the Zoning Ordinance shall be obtained prior to installation or replacement of any outdoor lighting.

8. All requirements of the County Health Department, County Environmental Quality and/or other regulatory agency shall be met, and all necessary permits shall be obtained.

Section 3.XX.D: Permits and Administration

1. All Animal Shelters and Kennels, Commercial shall be subject to the issuance of a permit. Issuance may be through the action of the Planning and Zoning Commission or the Community Development Director.

   a. Where Animal Shelters and Kennels, Commercial are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

   b. Where Animal Shelters and Kennels, Commercial are classified as a permitted Use, all building, grading and other required permits must comply with the requirements of this Section.

Section 3.XX: Recreational Vehicles as a Permanent Residence

Section 3.XX.A: Purpose

The purpose of this Section is to provide additional residential living options for dwelling within large residential zoning districts.

Section 3.XX.B: Applicability

Recreational Vehicles and Travel Trailers used as a permanent residence require the granting of a Conditional Use permit by the Planning and Zoning Commission in the Agricultural Residential (AR) and on non-conforming parcels in the General (G) residential zones. Recreational Vehicles and Travel Trailers used as a permanent residence are permitted with an Administrative Permit on conforming parcels in the General (G) residential zone, and are permitted Uses in the Manufactured Home Park (MHP) zone. Recreational Vehicles and Travel Trailers used as a permanent residence are subject to the following performance standards:

Section 3.XX.C: Performance Standards

1. One Recreational Vehicle or Travel Trailer may be used as a permanent residence, and must comply with all development standards of the applicable zoning district.
2. A permit or other method that demonstrates appropriate wastewater disposal shall be required prior to establishing the use on site.

3. Building permits are required for solid fuel-burning appliances, such as wood and pellet stoves, installed as a heating source within the vehicle.

4. Equipment, machinery and building materials stored on site must be screened with fencing.

5. Impact to neighbors from noise shall be minimal. Noise from generators must be mitigated with sound buffering materials such as rigid insulation or other solid materials.

Section 3.XX.D: Permits and Administration

1. All Recreational Vehicles utilized as a permanent residence shall be subject to the issuance of a permit. Issuance may be through the action of the Planning and Zoning Commission or the Community Development Director.

   a. Where Recreational Vehicles utilized as a permanent residence are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein.

   b. Where Recreational Vehicles utilized as a permanent residence are classified as a permitted Use, an Administrative Permit in compliance with the provisions of Section 5.1, along with additional requirements contained herein, is required.

Section 3.XX: Campgrounds and Recreational Vehicle Parks

Section 3.XX.A: Purpose

To permit recreational camping areas and Recreational Vehicle Parks with short term or seasonal occupancy to support tourism, provide for enjoyment of the County’s vast natural resources, and compliment the surrounding National Parks, National Forest, and National Monuments, while ensuring compatibility with nearby Single Family residential areas, and to protect scenic viewsheds, Environmentally Sensitive Features, important wildlife habitat and movement corridors, and forest health.

Section 3.XX.B: Applicability

This Section is applicable to all Campgrounds and Recreational Vehicle Parks in the CG-10,000 Zone, CH-10,000 Zone, Open Space and Conservation Zone, and for Campgrounds on parcels of at least ten (10) acres in the G Zone. Campgrounds and Recreational Vehicle Parks in Commercial Zones in which they abut or are adjacent to residential zoning, and campgrounds in the G zone on 10 acres or more may be permitted subject to the granting of a Conditional Use Permit.
Permit per Section 5.7 by the Planning and Zoning Commission, and if approved shall comply with the following restrictions.

Section 3.XX.C: Performance Standards - Campgrounds

1. The maximum number of Campsites permitted per parcel are two (2) per acre in the General and Open Space and Conservation Zones, ten (10) per acre in the CG-10,000 and CH-10,000 Zones, or at a density approved by the Board of Supervisors in the required Master Plan in the RC Zone or PC Zone. A maximum of one (1) primary dwelling unit and one (1) accessory dwelling unit, or two (2) Cabins may be allowed per ten (10) acres in the General (G) zone and must meet standards of section 3.4 Accessory Dwellings.

2. All internal driveways and vehicle maneuvering areas shall be improved with compacted aggregate base, at a minimum, and meet all Engineering standards and standards of the local emergency response agency.

3. Campgrounds shall front on and have direct Access on a Road accepted for maintenance by the County or other jurisdiction. The Access requirement may be waived by the Planning and Zoning Commission or Board of Supervisors if the additional Findings of Fact below are made:
   a. The granting of the waiver will not diminish the ability for emergency service providers to access the property and carry out their services.
   b. The granting of the waiver will not put an undue maintenance burden or impact on others that legally use the access.
   c. The granting of the waiver is consistent with applicable engineering standards set by the Public Works Department or Engineering Division of the Community Development Department.
   d. The granting of the waiver will not have a negative impact on neighboring properties or improvement, especially as related to dust and traffic safety.

4. Campsites, Cabins, Structures, common areas, and sanitation facilities shall meet underlying zone setback requirements. Campgrounds directly adjacent to any Single Family residential zone shall have a minimum fifty (50) foot setback from the property line abutting the residential zone, except for structures that were legally built and meeting the performance standards for the zone in which they were located prior to application for a Campground. The setback shall be measured from the property line to the nearest Campsite, RV Space, Cabin, Structure, common area, or sanitation facility. The Planning and Zoning Commission may require solid walls or fencing, retention of existing vegetation, landscaping or a combination of screening methods within the setback as stated above in order to mitigate impacts of the use.
5. Recreational Vehicle or Travel Trailer spaces shall be limited to 20% of the total number of
Campsites located in a residential zone and shall remain on the subject property only on a
seasonal basis. Additional density may be approved by the Planning and Zoning
Commission through the Conditional Use Permit.

6. Campgrounds shall maintain a valid service agreement with a recognized fire safety and
emergency services organization. A Firewise Plan and Emergency Response Plan to be
approved by a local fire responder and/or the Director of Community Development is
required. Such a plan may be required to address issues including but not limited to: forest
health/selective tree thinning, details of construction for any fire pits, requirements for
construction of additional facilities to aid the fire responder in case of a fire event, defensible
space between fuels and structures, two ingress/egress points and methods for maintaining
them, and/or information to be disseminated to the applicant’s clientele or employees in
regard to fire safety. Additional items to be addressed in the Firewise Plan and Emergency
Response Plan may be required by the Community Development Director and/or emergency
response responder.

7. Signs shall conform to Section 4.2, Signs.

8. Outdoor lighting shall conform to Section 4.3, Lighting.

9. Parking shall be provided according to Section 4.1, Parking. Parking shall not be allowed in
the required setback from Single Family residential zones.

10. Trash receptacles shall be provided and screened from neighboring properties by a six foot
screening enclosure made of masonry walls and wood gates. The Director of Community
Development, Planning and Zoning Commission, or Board of Supervisors may approve other
materials for the enclosures as desired for screening. Trash receptacles must have secure lids
to prevent debris from spreading to neighboring properties and to prevent animals from
compromising them. The Planning and Zoning Commission or Board of Supervisors may
require that trash receptacles be bear-proofed in conformance with current industry standard.

11. For campgrounds in, adjacent to or abutting any residential zone the following additional
requirements apply:

a. A neighborhood compatibility plan shall be prepared that outlines how the campground
will be designed to limit impacts to neighbors. The plan shall include a narrative
describing camp hours of operation, quiet hours, such as between 8 pm and 8 am, where
music, loud group gatherings and other disturbances are limited, and how dust, smoke
and lights drifting onto neighboring properties will controlled. The location of outdoor
recreation amenities such as horseshoe pits and fire rings shall be identified and located
so as not to disturb neighboring residential properties.

b. Generators are not permitted.

12. All standards and requirements of the County Health Services District shall be met and all
permits or licenses shall be obtained prior to operation.
13. All standards and requirements of the County Building Division, Engineering Division, and Environmental Quality Division shall be met prior to the establishment of any Campsites.

Section 3.XX.D: Performance Standards – Recreational Vehicle Parks

Recreational Vehicle Parks shall comply with all Performance Standards listed in Section 3.XX.C for Campgrounds, with the exception of 3.XX.C.1 and 3.XX.C.5. The following additional Performance Standards apply to Campgrounds:

1. The maximum Density of Recreational Vehicle Spaces shall be twelve (12) per acre, except as otherwise approved by the Board of Supervisors in a masterplan in the RC and PC Zones.

2. All Recreational Vehicle Spaces shall meet underlying zone setbacks. Additionally, each Recreational Vehicle shall have at least a ten (10) foot separation from another Recreational Vehicle and be located at least ten (10) feet from any property line. When adjacent to residential zones, see Section 3.XX.C.4

3. Structures such as attached decks and covered porches shall not occupy a Recreational Vehicle Space or be attached to any Recreational Vehicle. Park Model Recreational Vehicles may be permitted structures such as attached decks and covered porches with a building permit.

Section 3.XX.E: Permits and Administration

1. Campgrounds require the granting of an Administrative Permit per Section 5.XX in the CG-10,000 Zone, CH-10,000 Zone. Where Campgrounds are classified as a Conditional Use, a Conditional Use Permit shall be obtained prior to establishment of the Use in compliance with the provisions of Section 5.7. The standard conditional use permit application procedures and requirements shall be met along with additional requirements contained herein. In the RC and PC zones, Campgrounds must be part of an approved masterplan, following the Zone Change process per Section 5.XX.

2. Recreational Vehicle Parks require an Administrative Permit per Section 5.XX in the CG-10,000 Zone, CH-10,000 Zone. In the RC and PC Zones, Recreational Vehicle Parks must be part of an approved masterplan, following the Zone Change process per Section 5.XX.
DATE: March 27, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Director of Public Affairs

SUBJECT: Roundtable: To be discussed. Pursuant to A.R.S. 38-431.02(H), these matters will not be acted upon.

- Reports from Supervisors; updates on new projects, district budgets, requests for services and initiatives, updated from county staff:
  - District 4- Supervisor Jim Parks
  - District 2- Supervisor Elizabeth Archuleta
  - District 3- Supervisor Matt Ryan
  - District 5- Supervisor Lena Fowler
  - District 1- Supervisor Art Babbott

- County Manager's Report
- Board Planning Calendar
- Events Calendar
- Chair's Report
- Update, discussion, and possible direction to staff regarding County Communications
- Update, discussion, and possible direction to staff regarding Local, State and Federal Issues
- Update, discussion, and possible direction to staff regarding NACo, WIR & Annual Conferences