Tuesday, May 21, 2019


PURSUANT TO A.R.S. § 38-431.02

10:00 a.m. – Work Session
1:15 p.m. – Work Session continues
Executive Session immediately following
Work Session continues
6:00 p.m. – Regular Session

First Floor Board Room
Executive Session will be held in the Second-Floor Conference 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 Order:

Pledge of Allegiance:

Call to the Public:

Work Session:

1. Presentation and discussion regarding Service Reimagined - update on Health and Human Services transition. **County Manager**

2. Presentation, discussion and possible direction to staff on an update of Public Affairs 2019 Work Plan. **Public Affairs**

BREAK

**Work Session Continues – 1:15 p.m.:**

3. Presentation, discussion and possible direction to staff regarding an update on federal priorities for the NACo Annual Conference and NACo Policy Development Process. **Public Affairs**

Executive Session:

4. Discussion of County Manager performance evaluation. Pursuant to A.R.S. 38-431.03 (A) (1), the Board of Supervisors may vote to enter executive session. **Board of Supervisors**

Work Session Continued:

5. 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

**Regular Meeting**

**6:00 p.m.**

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

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**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:

Recognition:

6. Recognition of Nicole Dougherty and Alyssa Williams, students at Flagstaff High School for winning the 2019 Vans Custom Culture Competition. Board of Supervisors

Proclamation:

7. Consideration and possible action regarding approval of a proclamation celebrating National Public Works Week from May 19 – 25, 2019. Public Works

Board of Supervisors Consent Agenda:

8. Approve the minutes from the Board of Supervisors’ meetings conducted April 23, 2019, April 29, 2019, April 30, 2019, May 1, 2019, May 2, 2019, May 6, 2019, May 7, 2019 and May 8, 2019. Board of Supervisors

9. Consideration and possible action regarding Ratify and/or approve 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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10. Consideration and possible action regarding Community Grant application in the amount of $4,000.00 from District 1 to support purchase of Tusayan Fire District Self-Contained Breathing Apparatuses. **Board of Supervisor**

11. Consideration and possible action to approve Community Grant Funding request from District 2 in the amount of $500.00, to Northern Arizona Youth Football (NAYF) - Eagles Youth Football and Cheer, to assist with costs associated with providing equipment and facilities for the children involved with Football and Cheer. **Board of Supervisors**

12. Consideration and possible action regarding approval of Community Grant funding request from District 1 in the amount of $1,500.00, District 2 in the amount of $1,000.00, District 3 in the amount of $100.00 and District 4 in the amount of $1,500.00 and, Coconino County Contingency fund in the amount of $3,400.00, for a total of $7,500.00, to the Flagstaff Symphony Orchestra for the Annual Independence Day Free Community Concert. **Board of Supervisors**

13. Consideration and possible action regarding a Community Grant Application from District 1 in the amount of $1,000.00 and District 3 in the amount of $2,000.00, for a total amount of $3,000.00, to the Fort Tuthill Military Museum, to fund 2018 deficit including major repair to building AC/Heating Units and compensate for revenue lost during Coconino County Fair as well as assistance in bringing Smithsonian Exhibit to Ft. Tuthill Military Museum. **Board of Supervisors**

14. Consideration and possible action regarding approval of a Community Grant Application from District 1 in the amount of $500.00, District 2 in the amount of $500.00, District 3 in the amount of $500.00 and District 4 in the amount of $500.00, for a total amount of $2,000.00, to the Northern Arizona Veteran's Memorial Cemetery Foundation to fund building coverage to the committal shelter and build additional benches to accommodate large audiences at the memorial services. **Board of Supervisors**
15. Consideration and possible action regarding approval of a Community Grant funding request from District 5 in the amount of $2,000 to To’Nanees’Dizi Local Government to support the 2019 Tuba City Independence Day Celebration. **Board of Supervisors**

16. Consideration and possible action regarding a budget adjustment from District 5 Community Initiatives funds in the amount of $3,000 to District 5 Operations to increase financial support for District 5 operations. **Board of Supervisors**

17. Consideration and possible action regarding appointment of John Haro to the Coconino County Hispanic Advisory Council for a four-year term to expire May 20, 2023. **Board of Supervisors**

18. Consideration and possible action regarding approval of Fiscal Year 2019 Recovery Court program grants which includes the Drug, Gang and Violent Crime Control Program fund totaling $31,870, the Fill the Gap fund totaling $36,302 and use of partial Local Fill the Gap 5% set-aside fund balance totaling $138,606.28. **Courts**

19. Consideration and possible action regarding approval of the third renewal of the Agreement between IMEG, Inc. and Coconino County, for on-call professional electrical engineering services, from June 1, 2019 to May 31, 2020, up to $250,000 per project. **Finance**

20. Consideration and possible action regarding approval of the third renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County, for on-call professional structural engineering services, from June 1, 2019 to May 31, 2020, up to $250,000 per project. **Finance**


22. Consideration and possible action regarding a budget adjustment of $50,000.00 from the County General Fund to the Legal Defender Contract Budget for the continued contracting and payment of court ordered expenses on criminal cases as well as representation on criminal, dependency and guardianship cases. **Legal Defender**

23. Consideration and possible action regarding approval of the purchase of four (4) new 2020 Mack Granite 64FR cab and chassis trucks under Sourcewell (NJPA) Contract #081716-NAF, from National Auto Fleet Group, in the amount of $570,088.00 in FY2020. **Public Works**
24. Consideration and possible action regarding approval of the First Amendment to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

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

Flood Control Consent Agenda:

25. Consideration and possible action regarding approval of the First Amendment to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00. Flood Control

The Board will resolve as the Jail District Board of Directors

Jail District Consent Agenda:

26. Consideration and possible action of the award of RFQ 2019-100 and Independent Contract with JCJ Architecture to provide design and documentation services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $396,000 in FY19. Jail District

27. Consideration and possible action of the award of RFQ 2019-100 and Independent Contract with Kinney Construction Services to provide pre-construction and construction management services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $89,317.00 in FY19. Jail District

The Board will resolve as the Board of Equalization.

Board of Equalization Public Hearing:


The Board will resolve as the Board of Supervisors.
Action Items:

29. Consideration and possible action regarding approval of Resolution 2019-012, approving Kachina Pines Final Plat, a 9-lot administrative subdivision located at 2421 Tolani Trail in Kachina Village and further identified as Assessor’s Parcel Number 116-25-081J. Community Development

Public Hearing:

30. Public Hearing and Recommendation to the Arizona Department of Liquor Licenses regarding an application for a new application of a series 12 (Restaurant) liquor license to Lauren Kay Merrett, Martino's Restaurant and Lounge, located at 17612 Fairway Drive, Munds Park, Arizona. Board of Supervisors

31. Public hearing, consideration and possible adoption of Ordinance 2019-05, approving a zone change from G (General, ten acre minimum parcel size) to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) on 18.32 acres in Munds Park; the property is located on west of Interstate 17 at the end of Munds Ranch Road in Munds Park and is further identified as Assessor’s Parcel Number 400-43-001M and a 7.64 acre portion of Assessor’s Parcel Number 400-43-001K; the applicant is MBC Properties No 3, LLC, Phoenix, AZ. Community Development

32. Public hearing, consideration and possible action regarding approval of Resolution 2019-13, approving the formal conversion of Kachina Village Improvement District into a Domestic Water and Wastewater Improvement District (DWID). Board of Supervisors

33. Public Hearing, consideration and possible adoption of Ordinance 2019-02, approving a zone change from OS (Open Space) to G (General, 10 acre minimum parcel size) on two parcels consisting of 425.6 acres located adjacent to and surrounding Happy Jack Lodge; the property located on Lake Mary Road and is further identified as Assessor’s Parcel Numbers 402.31.007A and 402-31-008E; the applicant is Clear Creek 820, LLC of Phoenix, Arizona. Community Development

34. Public Hearing, consideration and possible adoption of Ordinance 2019-03, approving a zone change from RS-4 (Residential Single-Family, four acre minimum parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel size) on a 8.23 acres in Kachina Village; the property is located at 2861 and 2875 Kona Trail and is further identified as Assessor’s Parcel Numbers 116-17-007 and 116-17-008; the applicant is Michael Bode of Tempe, AZ. Community Development
35. Public hearing, consideration and possible adoption of Ordinance 2019-04, approving a zone change from G (General, 10 acre minimum parcel size) to CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) on a 1.47 acre parcel in Forest Lakes; the property is located on Wild Rose Trail and is further identified as parcel number 403-34-001W; the applicant is Ryan Keller, Heber, Arizona. **Community Development**

36. Public Hearing, consideration and possible adoption of Ordinance 2019-06, approving and adopting the updated Subdivision Ordinance. **Community Development**

**Adjourn:**

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**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: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Kim Musselman, Director of Special Initiatives

SUBJECT: Presentation and discussion regarding Service Reimagined - update on Health and Human Services transition. County Manager

BACKGROUND:

Service Reimagined - Health and Human Services

On January 22nd, 2019 an all staff meeting was held with Health, Community Services and the Career Center to introduce integrating the three departments into one health and human services department.

The Board of Supervisors is interested in moving forward with this change to improve outcomes for shared populations and to enhance customer connections. The goal of the department realignment is to enhance the customer experience to better meet the customer’s needs and ensure a wider range of services provided upon initial contact and throughout the service process. This will be accomplished through the integration of services and enhanced collaboration with our partner agencies, transforming how we serve to increase positive impact on peoples’ lives and the community.

PURPOSE OF THE PRESENTATION:

This work session will provide an update of the progress since the January 22nd staff meeting and benchmarks in the process moving forward.

Over the past four months, the Service Reimagined Transition Leadership Team (TLT) has been meeting, training, and planning the implementation process for service reimaged with the integration of the three departments. Numerous staff meetings have been held with team members along with weekly communications. Opportunities are in place for input through surveys, comment boxes and idea solicitations.

On March 22, the Health and Human Services Department name and logo were presented to the Board of Supervisors for approval. This work session will also present recommendations for the planning and branding of the new name and recommended service and program indentification.
ALTERNATIVES:

The Board could choose not to have the work session on this item.

FISCAL IMPACT:

None

ATTACHMENTS:

1 - Staff Report
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Presentation, discussion and possible direction to staff on an update of Public Affairs 2019 Work Plan.

BACKGROUND:

In late 2018, Public Affairs presented the department work plan for FY 2019 to the Board of Supervisors. Public Affairs is charged with four main focuses of work - Community Relations, Communications, Economic Development, and Government Affairs. At that work session, the Board and department reviewed the plans for Communications, Government Affairs, & the Department itself. Communications and Economic Development were not discussed.

PURPOSE OF THE PRESENTATION:

The purpose of this presentation is to continue the discussion with the Board on items in the department's work plan. Communications will be discussed as well as Economic Development, although the Economic Development conversation may be laid over until a new Manager is hired.

ALTERNATIVES:

The Board may choose to continue the presentation to another date.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 – Staff Report
2 - Presentation
Public Affairs

GOALS FOR THIS PRESENTATION
- Review the major work of the department
- Review draft goals and expectations
- Set targets and accountability

Receive The Board's Direction & Input
Focuses of Work

- Community Relations
- Communications
- Economic Development
- Government Affairs
- BOS Relations/Department Management
Accountability

- Setting Goals
- Identifying Tactics
- Assigning Responsibility
- Reporting Outcomes
- Evaluating
Community Relations

GOALS

• Implement a Consolidated Calendar
• Be present & provide the message
• Track data and contacts
• Bring non-traditional voices into the county
Implement Coordinated Calendar

- Meet w/ Exec. Assistants & Clerk re: Current calendar practice & options, discuss options
- Develop Public Affairs
  Consolidated Calendar in Outlook/Sharepoint
- Add all community events, neighborhood meetings, etc to calendar

Target Date: 1/1/19

Responsible: E Peterson
Community Presence

- Presence & Reporting
- Message & Impact
Presence & Reporting

- Implement schedule of & attend at least 2 community meetings or events (not including "normal" county meetings).
- Create a standard online meeting reporting form so that common themes and notes are recorded.

Target Date: 1/1/19

Responsible: E Peterson/
G Nelson
Message & Impact

- Develop a "County 101" video or presentation for use at community meetings
- Develop a companion "County 101" print leave-behind for information on the county

Target Date: 2/1/19

Responsible: E Peterson/M Rudig
Implement
Constituent
Resource
Management
System

- Centralized Database for the 2nd Floor
- Assessment & Research of Options
- FY’20 Implementation
CRM Process

- Convene Stakeholder groups on needs/desires by 2/1/19
- Assess desire for consolidated database by 3/1/19
- Connect with vendors and spec prices by 3/10/19
- Research and gather information from comparable counties on CRM systems in use by 4/1/19
- Present CRM goals to management by 4/15/19
- Prepare FY2020 Budget request to include CRM system.
BOS Monthly Presentations

- Implement scheduling of monthly presentations to BOS by non-traditional organizations on scopes of work, community effort and input, goals, and partnership models/potential.

Target Date: 1/1/19

Responsible: ALL
Communications

GOALS

- Review & Adopt Revised Strategic Communications Plan
- Implement New Social Media Practice
- Review & Revise Internal Communications
- Expand External Communications Content & Modes
Coconino County Website

- Collaborate with IT on securing the website and ensuring consistent branding & styling across all content
- Develop long-term plan with IT on schedule for website redesign to inform budget & communications planning process

Target Date: 4/1/19

Responsible: E Peterson/
M Rudig
Social Media

- Assess & implement Social Media management software (if assessment deems)
- Plan & implement Snapchat deployment for County
- Continue deployment of social media practices (FB Live, Soup With A Supervisor, etc.)

Target Date: 1/1/19

Responsible: M Rudig
Internal Communications

- Review readership/usage of Connect & viability; determine future 1/1/19
- Determine new software/edit platform for internal communications 2/1/19
- Review &/or determine policy for global emails vs. internal communication channels 2/1/19

Target Date: ABOVE

Responsible: E Peterson/
             M Rudig
Video Production

- Create a short introductory video for each Supervisor annually
  
  Target Date: 1/1/19
  
  Responsible: M Rudig

- Implement schedule of production of 2-3 short teaser videos weekly
  
  Target Date: 2/1/19
  
  Responsible: M Rudig
Radio Content

- Create plan for and produce "County Report", a short radio spot, for weekly distribution to local radio markets

Target Date: 6/1/19

Responsible: M Rudig
"It's Not Dead"

- Continue FBN Column & partner with AZ Daily Sun on Regular Guest Editorial Schedule
  Target Date: 8/1/19
  Responsible: M Rudig

- Plan & produce weekly column for distribution to local weekly papers
  Target Date: 7/1/19
  Responsible: M Rudig

- Evaluate Report to Citizens & Discuss Options with BOS
  Target Date: 1/1/19
  Responsible: M Rudig
E-Mail

- Continue the Chronicle and evaluate effectiveness & in-sourcing vs. outsourcing
  
  Target Date: 2/1/19
  Responsible: E Peterson/
  M Rudig

- Collaborate with IT to create single countywide sign-up form/location for newsletters, etc.
  
  Target Date: 12/1/18
  Responsible: E Peterson/
  M Rudig
Economic Development

GOALS

- Recruit & On-board Economic Development Manager
- Develop County Economic Development Strategy
OPEN ED MANAGER RECRUITMENT

- Recruit Economic Development Manager Role

Target Date: 10/8/18

Responsible: E Peterson
Onboard ED Manager

- Hire & onboard the Economic Development Manager

Target Date: 12/31/18

Responsible: E Peterson
Partner Meetings

- Meet with relevant economic development agencies, leaders, and sectors to assess needs, strengths, weaknesses, and opportunities.

Target Date: 4/1/19

Responsible: ED Manager
Data/Research

- Review & analyze current data, reports, studies, and news for region on the economy

Target Date: 4/1/19

Responsible: ED Manager
Draft Econ Dev Plan

- Prepare a draft economic development plan for Coconino County
- Include data and relevant information from community input and data/research

Target Date: 4/15/19

Responsible: ED Manager
Community Input

- Conduct Community Input Sessions on draft economic development plan

  Target Date: 5/1/19

  Responsible: ED Manager
BOS Action on Econ Development Plan

- Prepare draft revisions from input received
- Prepare draft for BOS review & action

Target Date: 5/20/19

Responsible: ED Manager
Government Affairs

GOALS

- Implement Federal Agenda
- Implement State Agenda
- Maintain Local Relations
- Tribal Relationship Building
Legislative/
Congressional
Agenda

- Develop Federal Agenda
- Develop State Legislative Agenda

Target Date: ONGOING

Responsible: E Peterson/
G Nelson
Relationship Maintenance

- Develop positive relationships with federal and state delegation and officials
- Weekly contact with each of the delegation members
- Schedule regular meetings with local leaders
- Develop tribal introduction letter

Target Date: ONGOING

Responsible: E Peterson/G Nelson
Official Briefings/Roundtables

- Schedule Federal Official Briefings for BOS
- Schedule State Official Briefings for BOS
- Conduct Federal Roundtable semi-annually
- Conduct State Legislative Roundtable 3x in session
- Conduct Quarterly Intergovernmental Leader Meetings
- Schedule regular meetings for BOS & tribal leaders

Target Date: ONGOING

Responsible: F Peterson/
              G Nelson
Advocacy Partners

- Manage relationships & contracts with advocacy partners
  - CSA
  - AACo
  - NACo
  - Elevated Advocacy
  - Nexxus Consulting
  - Others

Target Date: ONGOING

Responsible: E Peterson / G Nelson
PA Management/BOS Relations

GOALS
- Data-Driven Outcomes/Accountability
- Collaborative Processes/Staff Inclusion
- Elected Official Engagement & Support
WEEKLY REPORTS

• Implement Monday Dashboard Reports
  • Previous Week’s Activities
    Across Department
  • Quantify Strategic Goal Points & Actions

Target Date: 12/1/18

Responsible: E Peterson
STAFF MEETINGS

- Implement Weekly PA Department Staff Meetings
  - Review Past & Future Department Activity & Priorities
  - Encourage Collaboration & Partnership Towards Outcomes

Target Date: 12/1/18

Responsible: E Peterson
MONTHLY BOS
I-on-I MEETINGS

- Schedule Monthly Standing I-on-I Meetings for BOS members with PA Leadership
  - Discuss district specific needs
  - Review PA Outcomes, Needs, & Goals

Target Date: 1/1/19
Responsible: E Peterson
QUARTERLY ELECTED 1-ON-1 MEETINGS

- Schedule Quarterly Standing 1-on-1 Meetings for Elected Officials with PA Leadership
  - Discuss office specific needs
  - Review PA Outcomes, Needs, & Goals

Target Date: 1/1/19

Responsible: E Peterson
STAFF SUPPORT AT COMMITTEES, ETC.

- Staff All Committees, Boards, Commissions, & Work Groups
- Report on Staffed Meetings
- Maintain Master Calendar of Committees, Boards, Commissions, & Work Groups

Target Date: ONGOING

Responsible: ALL
PUBLIC AFFAIRS 2019

Overview
Economic Development
Govt Affairs
The Dept.
Communications
Community Relations
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

SUBJECT: Presentation, discussion and possible direction to staff regarding an update on federal priorities for the NACo Annual Conference and NACo Policy Development Process.

BACKGROUND:

Coconino County is a member of the National Association of Counties and utilizes the NACo Policy process for the American County Platform to enhance county advocacy efforts and to leverage the national membership of NACo in support of county goals. This policy process is primarily a function of the NACo Annual Conference, this year being held in Clark County, NV July 12-15.

In 2018, Coconino County submitted and won adoption of four (4) policy resolutions:
1) Supporting Robust Remediation of Abandoned Uranium Mines as a Critical Priority for the United States
2) Supporting the Use of FEMA Pre-disaster Mitigation Grant Funding to Engage in Forest Thinning and Restoration Activities, Including using FEMA Flood Mitigation Assistance for Forest Restoration to Reduce the Threat of Catastrophic Fire and Post Wildfire Flooding and Debris Flow
3) Supporting Federal Funding to Promote and Expedite Building of Wood Products Industry in Regions with Low to No-Value Trees to Allow Consumption of Forest Products as a Pathway to Forest Restoration and Reduction of the Risk of Catastrophic Wildfire
4) Supporting a Complete and Accurate Census 2020 Count

Each of these resolutions are valid until the 2019 Annual Conference where they must be readopted or will expire.

New resolutions are due to NACo by June 12.
PURPOSE OF THE PRESENTATION:

The purpose of this presentation is to receive direction from the Board on the status of current resolutions and any desires for new resolutions, as well as receive input from the departments and agencies of the County with enough time to draft and review potential resolutions.

ALTERNATIVES:

The Board could choose to forgo this discussion.

FISCAL IMPACT:

None

ATTACHMENTS:

1 - Staff Report
2 - NACO POLICY DEVELOPMENT PROCESS
3 - SUBMIT YOUR RESOLUTION FOR NACO CONFERENCE
4 - POLICY PROCESS
5 - NACO COUNCIL LEADERSHIP TEAM
6 - RESOLUTION SUPPORTING CENSUS 2020 COUNT
7 - RESOLUTION RE ABANDONMENT OF URANIUM MINES
ADOPTED COCONINO COUNTY RESOLUTIONS

2018 – Coconino County submitted and won adoption of four (4) policy resolutions

1) Supporting Robust Remediation of Abandoned Uranium Mines as a Critical Priority for the United States
2) Supporting the Use of FEMA Pre-disaster Mitigation Grant Funding to Engage in Forest Thinning and Restoration Activities, Including using FEMA Flood Mitigation Assistance for Forest Restoration to Reduce the Threat of Catastrophic Fire and Post Wildfire Flooding and Debris Flow
3) Supporting Federal Funding to Promote and Expedite Building of Wood Products Industry in Regions with Low to No-Value Trees to Allow Consumption of Forest Products as a Pathway to Forest Restoration and Reduction of the Risk of Catastrophic Wildfire
4) Supporting a Complete and Accurate Census 2020 Count

Status of these resolutions:
“These resolutions are valid until the next annual meeting, at which time they are reviewed by the appropriate steering committee and considered for inclusion in the platform. If they are not readopted or included in the platform, they expire.” – From NACo Policy Process Document

NEW RESOLUTIONS

New Resolutions Must Be Submitted 30 days prior to the Annual Conference. DEADLINE: June 12

POINTS FOR WORKSESSION

1) Does the County advocate for readoption of all or some of the adopted resolutions?
2) Does the County wish to submit new policy resolutions?
3) Which Supervisors will plan to be at NACo Annual to help secure passage of resolutions?

PROCESS POINTS

1) County departments and leadership will be solicited for feedback and involvement
2) Work session to review feedback and receive direction on resolutions/policy statements
3) Finalized resolutions submitted to BOS for consent approval
Submit your resolutions now for NACo’s Annual Conference - due June 12

By Zach George  Apr. 30, 2019

In preparation for the National Association of Counties (NACo) 2019 Annual Conference <https://www.naco.org/events/nacos-84th-annual-conference-exposition>, held in Clark County/Las Vegas, Nev. on July 12-15, NACo members are invited to submit policy resolutions and platform changes to be considered at the conference.
The NACo resolutions process provides members with the ability to participate in national policy decisions affecting county governments. During the Annual Conference, NACo’s ten policy steering committees, Board of Directors and the general membership consider policy resolutions that will guide NACo advocacy until the next NACo Annual Conference in July 2020.

The American County Platform (<https://www.naco.org/sites/default/files/documents/2018-2019%20American%20County%20Platform%20FINAL%204.3.19.pdf>) and the association’s policy resolutions are carefully considered statements of the needs and interests of county governments throughout the nation. These federal policy statements serve as a guide for NACo members and staff to advance the association’s policy agenda before Congress, the White House and federal agencies. Please refer to the comprehensive overview of NACo’s policy resolution process here (<http://www.naco.org/sites/default/files/documents/NACo%20Policy%20Process%202017-2018.pdf>).

**HOW TO SUBMIT AND FORMAT RESOLUTIONS**

When submitting resolutions and platform changes, please work with the appropriate steering committee staff liaison to adhere to the following guidelines:

All resolutions and platform changes must be submitted electronically (preferably as a Word document) via email to resolutions@naco.org by June 12, 2019. Submissions MUST identify the title and issue area in the email subject line (e.g. Social Services Block Grant, Human Services and Education).

**CLIC <HTTPS://NACO.SHAREFILE.COM/D-S191221EE7404210B> K HERE FOR A SAMPLE RESOLUTION <HTTPS://NACO.SHAREFILE.COM/D-S191221EE7404210B>**

Resolutions should be concise and no more than one page in length. The standard format includes:

- **Issue**: Short sentence stating the purpose of the resolution and how the issue impacts counties
- **Proposed Policy**: Concise statement specifying a position or action by NACo and/or other entities
- **Background**: 1 – 2 paragraph statement clearly outlining the county interest in the particular issue
- **Fiscal/Urban/Rural Impact**: Short statement addressing the potential impact(s) for counties in the specific issue area
- **Sponsor**: Name and contact information of NACo member sponsoring the resolution. It is important to include contact information so that the NACo staff can follow up if there are any questions or additional information required.
IMPORTANT REMINDER: If you plan to submit a policy resolution, you (or a designated representative) must appear in person at the steering committee meeting at the 2019 Annual Conference to introduce and explain the resolution.

PLATFORM CHANGES AND EXISTING RESOLUTIONS

Platform changes may also be considered at the Annual Conference. Also, all resolutions previously passed, both at last year’s 2018 Annual Conference and at NACo’s 2019 Legislative Conference, expire at this conference and must be resubmitted as either a resolution or platform change in order to continue as NACo policy.

QUESTIONS

Please contact NACo’s Deputy Executive Director / Director of Government Affairs Deborah Cox at dcox@naco.org or the appropriate steering committee liaison with additional questions or concerns. Click here <https://www.naco.org/advocacy/government-affairs-staff> to see NACo’s Government Affairs Department staff contact list.

2019 Annual Conference <https://www.naco.org/events/nacos-84th-annual-conference-exposition>

2018-2019 American County Platform

NACo’s Policy Resolution Process

Sample Resolution <https://naco.sharefile.com/d-s191221ee7404210b>

ABOUT ZACH GEORGE  (Full Bio)

LEGISLATIVE ASSISTANT

Zach George joined NACo in March 2016 and serves as a Legislative Assistant. He is responsible for writing and editing blog articles, conducting legislative research and providing legislative support for Environment, Energy and Land Use; Transportation; Telecommunications and Technology; and the Gulf Coast Counties and Parishes Coalition.
President Trump, Democrats discuss possible infrastructure package
Submit your resolutions now for NACo’s Annual Conference - due June 12
**NACo POLICY PROCESS**

**ABOUT NACo**
The National Association of Counties (NACo) unites America’s 3,069 county governments. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public’s understanding of county government, and exercise exemplary leadership in public service.

**MISSION**
Through NACo, county officials:

- Advocate with a collective voice on national policy
- Exchange ideas and build new leadership skills
- Pursue transformational, cost-effective solutions
- Enrich the public’s understanding of county government, and
- Exercise exemplary leadership in public service.

**VISION**
Healthy, vibrant and safe counties across the United States.

**BOARD OF DIRECTORS**
The board of directors has general supervision, management, and control of the business of the association and sits as the resolutions committee. The board approves the NACo work program and budget and makes interim policy between annual meetings. Board members serve for one year and must come from member counties.

**POLICY MAKING**
NACo has three forms of policy pronouncements: the *American County Platform*; policy resolutions passed by the members at the annual meeting; and board resolutions on policy passed by the board of directors between annual meetings.

1. The *American County Platform* is NACo’s permanent policy document. When necessary, it is amended at the annual meeting. Divided into substantive policy areas covered by ten policy steering committees, the platform reflects the philosophy and overall objectives of NACo’s membership.

2. Policy resolutions are generally single-purpose documents addressing a specific issue or piece of legislation. Resolutions draw attention to a topic of current concern, clarify parts of the broadly worded platform, or set policy in areas not covered by the platform. These resolutions are valid until the next annual meeting, at which time they are reviewed by the appropriate steering committee and considered for inclusion in the platform. If they are not readopted or included in the platform, they expire.

3. Board resolutions are passed by the board between annual meetings and are valid until the next annual meeting, at which time they are reviewed by the appropriate steering committee and considered by the board of directors and the general membership or they expire.
When necessary, the executive committee may make interim policy decisions between board meetings, provided the policy is not in opposition to an adopted policy of the board of directors or the membership.

The ten steering committees propose platform changes and resolutions to the board of directors, sitting as a resolutions committee, which reports the proposals to the membership at the annual business meeting. No platform change or resolution can be brought before the full NACo membership for discussion or debate unless it has been submitted to the appropriate steering committee. However, issues which clearly do not fit within the jurisdiction of an established steering committee may, at the discretion of the president, be brought before the resolutions committee. Because issues can be crosscutting among policy steering committees, more than one committee may review a resolution or platform change.

Issues which have been addressed by the resolutions committee may then be brought before the general meeting. The membership is the ultimate arbiter of what will or will not be NACo policy. The NACo staff carries out the policy of the association and represents counties only on those issues which have been approved through the policy process.

LUCC and RAC may propose policy to the appropriate committee of jurisdiction, but do not have the authority to enact or recommend policy to the board of directors.

The American County Platform and policy resolutions contained in this volume have been adopted by NACo members. The platform and resolutions are carefully considered statements of the needs and interests of county governments throughout the nation and will serve as a guide for NACo members and staff in the year ahead as they appear before legislative and administrative agencies to present the views of county governments.

PROCEDURES FOR SUBMITTING AND CONSIDERING NACO RESOLUTIONS
The NACo resolutions process provides the membership with the ability to create national policies affecting county governments. The process is intended to be as open as possible, in order to allow participation from the entire membership. There are, however, some guidelines to ensure that the process is a relatively orderly one. The guidelines are as follows:

Submitting Resolutions: Resolutions and platform changes must be submitted electronically in an editable format to resolutions@naco.org, to the steering committee staff person or NACo Legislative Director no later than 30 days prior to a NACo conference. These resolutions may be introduced at NACo conferences, including the Annual Conference, Legislative Conference or, in some cases, any other conference where the NACo Board of Directors convenes.

Resolutions should, if possible, be no more than one page in length and be simply and directly written. They should include an “Issue” statement, a “Adopted Policy” statement, a factually accurate “Background” statement and a “Fiscal/Urban/Rural Impact” statement if possible. For those without a specific impact statement, the NACo steering committee staff will develop an appropriate statement prior to submittal to the board. For resolutions, the “Issue” statement should be a short sentence and state the purpose of the resolution, the “Adopted Policy” section should specify a position or action by NACo and/or other entities, the “Background” section should clearly outline the county interest in the particular
issue, and the “Fiscal/Urban/Rural Impact” section should attempt to address potential impacts for counties in these areas, if known. Resolutions cannot overrule platform language, which has been ratified by the membership. NACo staff may make necessary changes to the resolutions to ensure that they are in the proper format.

The NACo Legislative Director, in consultation with the steering committee staff person, shall make a preliminary decision as to which steering committee(s) to initially refer the proposed resolution, and will be subject to review by the Policy Coordinating Committee at the conference.

**Distribution of Resolutions:** No later than 14 days prior to the Legislative and Annual conferences, all proposed resolutions pertinent to a steering committee and those acted upon at a previous NACo conference which need final disposition by the NACo Board and general membership will be sent to members of the appropriate steering committee. The steering committee chairs, vice-chairs, subcommittee chairs and vice-chairs will be sent material containing all steering committee resolutions and platform changes to be considered at a conference.

**The Role of the Policy Coordinating Committee/Request for Referrals:** The Policy Coordinating Committee (PCC) consists of the chairs of each of the policy steering committees and the NACo Officers. It is the responsibility of this body to review all proposed resolutions and determine, prior to the meetings of the full steering committees, whether there are resolutions which must be considered by more than one steering committee because of a policy issue that cuts across steering committee jurisdictions.

The first meeting of the PCC is typically held prior to the steering committee meetings. Prior to, or during the first PCC meeting, it is the responsibility of steering committee chairs to request, through the NACo Legislative Director and the presiding NACo Officer, the opportunity to consider a resolution that has not been previously referred to it by NACo staff. If a subcommittee chair is interested in considering a resolution that was not referred to the full steering committee, he/she must, prior to the first PCC meeting, ask the steering committee chair to consider requesting a referral of the resolution.

For resolutions that have been referred to another committee, time must be made available at the steering committee meeting for the sponsor of the resolution or his/her representative to explain its intent. This presentation may also be made at a subcommittee meeting, but it shall not replace the presentation at the full steering committee.

**Emergency Resolutions Submitted After the 30 Day Time Limit:** Steering committees may also consider other resolutions or platform changes that were not submitted within the 30 day time limit. These so-called “emergency” resolutions are federal legislative or regulatory matters that could not have been foreseen 30 days prior to the conference, and is an issue of a timely nature that NACo should consider action immediately. Inaction on the part of a submitter is not grounds for an emergency resolution.

Steering committees receiving emergency resolutions or platform changes may consider them only if two-thirds of the steering committee members present vote to review them. This vote and the vote resulting in the adoption or defeat of the actual resolution must be tallied and reported to the PCC at the conclusion of all steering committee meetings.
If a steering committee, after a two-thirds vote to take action, considered and ultimately adopted a resolution that was not anticipated before the first PCC meeting, the PCC, at the request of any steering committee chair, may table the resolution for consideration until the next NACo conference. The request to table must be approved during the PCC meeting by a majority of the steering committee chairs or their designees or officers present.

**The Subcommittee’s Role:** NACo subcommittees usually meet prior to their steering committee to both receive specific, detailed information about their issues and to consider resolutions for later disposition by the full steering committee. Most, but not all, resolutions are usually considered first in a subcommittee. The subcommittee may consider the resolution referred to it by the steering committee chair and make a recommendation, with a recorded vote, to the full steering committee on the disposition of the resolution. A subcommittee does not have the ability to table or defeat a resolution, thus prohibiting full committee consideration. There is no specific requirement for subcommittees to make recommendations.

**Platform Changes/Existing Resolutions:** Platform changes are considered only at the Annual Conference. As with resolutions, they must be submitted to the NACo legislative staff at least 30 days prior to the conference.

Each year resolutions will automatically be deleted from the *American County Platform* at the following Annual Conference. At that conference, those resolutions that are still relevant must be incorporated into platform language or offered 30 days in advance as a “new” resolution to be considered by the appropriate steering committee. Resolutions passed by the NACo Board at the Legislative Conference must be reviewed by the appropriate steering committee and recommended for ratification by the general membership, or be dropped. Resolutions cannot be used to overturn or modify existing language in the platform.

**Presentation of Resolutions and Platform Changes to the NACo Board of Directors Sitting as a Resolutions Committee:** Each steering committee chair will report to the Resolutions Committee the platform changes and resolutions adopted by the steering committee. They will also report on the proposed disposition of resolutions adopted at any previous conference. Steering committees should make every effort to settle disputes on resolutions before the meeting of the NACo Board of Directors. They should consider blending and amending the resolutions into one compromise proposal or they should table the issue for further discussion. If those alternatives are not acceptable to the steering committees that have differing views, then the disputed resolution(s) shall be presented to the Board of Directors after all other resolutions have been considered and acted upon. The representative of the steering committee that originally drafted the resolution shall present their resolution first, followed by a response and resolution from the other committee.

A steering committee chair shall report actions taken on all platform changes and resolutions, both as part of the resolutions “package” and during the chair’s report to the Board of Directors when it sits as a Resolutions Committee.
The chair’s report shall identify:

- those platform changes and resolutions that were adopted unanimously;
- those platform changes and resolutions that were adopted with some unrecorded “nay” votes; and
- those platform changes and resolutions that were adopted by roll call vote, announcing the “yeas” and “nays”.

**Minority Reports:** If a resolution is defeated during steering committee consideration, a one page minority report may be made on an action taken by roll call vote where the voting minority constituted at least 25 percent of those steering committee members present and voting. After announcing such a vote, the steering committee chair may allow a member of the minority to present the minority report to the board for informational purposes only. No board action is taken on the minority report.

**STEERING COMMITTEE NOMINATIONS PROCESS**

Every spring, NACo calls for NACo steering committee nominations through the state associations of counties. Approximately one month before the NACo annual conference, county officials must submit their completed nomination forms to their state associations of counties. Generally, the President of the state association, in consultation with the state executive director, appoints state members to NACo’s steering committees. Nomination forms are sent to the state associations of counties, along with a list of the current steering committee members from their state and a sample announcement they may use to notify their membership about the process and the deadlines for submitting nominations. Affiliate nominations to steering committees must also follow the same process.

Applicants are urged to mark their first and second choices of steering committees on the nomination form. The state associations of counties will submit names electronically by a deadline determined by the NACo Legislative Director.

**The Eight and Two Rule:** NACo will make every effort to accommodate the nominee’s first choice of steering committee assignments. NACo will consider the state and regional balance on the steering committees and ensure that, at a minimum, the membership of each steering committee is at least two-thirds elected county officials. Only eight county officials from the same state will be appointed to any one steering committee, and no more than two persons from the same county may serve on any one steering committee. This does not include NACo presidential appointments.

Prior to the mailing of the appointment letters, the NACo staff will review the new steering committee rosters to ensure that there is geographic and demographic diversity within each committee and the above guidelines for membership by a state or county are followed.

**Appointments:** The NACo president will send each appointee a letter announcing their appointment to a steering committee. The NACo Legislative Director, Deputy Director, or an Associate Legislative Director will contact appointees with relevant information regarding the NACo policy process, committee membership links, schedules, the *American County Platform* and other relevant information.

Steering committee appointees will serve on the committee for one year and cannot transfer membership to another committee, or serve on more than one steering committee, during that year. (As with any other NACo member, however, the appointee is welcome to attend any other steering committee meeting to...
learn about its issues.) Committee appointees may serve simultaneously on NACo caucuses, standing committees, task forces, or ad hoc committees.

**Steering Committee Roles and Responsibilities:** Each policy steering committee has members who are nominated by the state associations of counties and appointed by the NACo president for one year. The committee chair and subcommittee chair are generally elected officials who are appointed by the NACo president for one year. At least two-thirds of the members of each steering committee should be elected officials, but many committees have a much greater elected representation. Steering committees are responsible for studying issues, recommending new policy positions, and carrying out the *American County Platform* through advocacy activities.

Committees review problems facing counties, identify areas of concern to counties, and make suggestions for federal, state, and county involvement. They build county and state support for recommended revisions in federal rules and regulations and assist in building state association participation in policy formulation and implementation processes. Committees also advise the NACo board on priorities, strategies, and tactics involving federal legislation, rules, and regulations, and they participate in special rallies, conferences, and meetings of the association to advance the objectives of the committee.

Platform amendments and resolutions from member counties are submitted to the appropriate steering committee for review and recommendation. At least one NACo staff member is assigned to each steering committee to work with the committee chair in arranging meetings and determining agendas. Each steering committee reviews legislation and issues within its jurisdiction. Committees usually meet at least twice a year, always at the annual conference and legislative conference. In many cases, informal arrangements are made for joint consideration of certain issues.

There are specific policy outreach expectations for every member of a steering committee. Each steering committee member needs to read and understand the established policy positions in the *American County Platform* within their respective jurisdictions. Each member also needs to be prepared to contact members of Congress on important policy issues, both in Washington, D.C. and in their districts and state. They should be prepared to discuss and inform constituents about the importance of the policy positions taken by NACo, and suggest ways they can help. Steering committee members should be ready and able to contact local and state media outlets to inform and impress upon them the importance of the county positions on policy questions affecting their steering committee jurisdiction. This includes writing op-eds, letter to the editor, editorial boards, etc.

Members should also be prepared to convene in meetings, participate in coalitions, and use the “bully pulpit” of elected office to inform a broader audience of the importance of NACo’s policy issues. Because many issues cut across jurisdictional lines, steering committees may provide oversight of platform amendments and resolutions from other committees that affect their areas of jurisdiction. The specific committee jurisdictions are:

- **Agriculture and Rural Affairs:** All matters pertaining to legislation and administrative actions affecting agriculture; rural development programs; rural renewable energy development; research and extension; food safety; and USDA conservation programs.
- **Community, Economic, and Workforce Development:** All matters pertaining to housing
programs; community and economic development; public works including the creation of affordable housing and housing options for different populations; residential, commercial, and industrial development; and building and housing codes.

- **Environment, Energy and Land Use:** All matters pertaining to air, water, energy, and land use; including water resources/management, stormwater; pesticides; air quality standards; climate change; solid, hazardous, and nuclear waste handling, transport, and disposal; national energy policy; renewable/alternative energy; alternative fuel vehicles; energy facility siting; electricity utility restructuring; pipeline safety; oil spills; superfund/brownfields; eminent domain; land use; coastal management; oceans; parks and recreation.

- **Finance, Pensions Intergovernmental Affairs:** All matters pertaining to the financial resources of counties; fiscal management; federal assistance; municipal borrowing; county revenues; federal budget; federal tax reform; elections; and Native American issues.

- **Health:** All matters pertaining to public health and healthy communities, including disease and injury prevention and health promotion; health disparities reduction; financing delivering health care, including services for the uninsured, underinsured, and medically indigent; Medicaid; Medicare; long-term care; behavioral health services; substance abuse prevention and treatment; and services for persons with developmental disabilities.

- **Human Services and Education:** All matters pertaining to children’s issues; foster care; public assistance and income support; services to senior citizens and individuals with disabilities; immigration policy; social services; and elementary, secondary and post-secondary education.

- **Justice and Public Safety:** All matters pertaining to criminal justice and public safety systems, including criminal justice planning; law enforcement; courts; corrections; homeland security; community crime prevention; juvenile justice and delinquency prevention; emergency management; fire prevention and control; and civil disturbances.

- **Public Lands:** All matters relating to federally-owned public lands including federal land management programs; natural resource revenue sharing payments; payments in lieu of taxes; and property tax immunity concerns.

- **Telecommunications and Technology:** All matters pertaining to telecommunications and technology policy, including, but not limited to, the county role as a telecommunications regulator, service provider, and consumer; cable services technology and implementation; information technology development and implementation; information technology innovation; e-governance; and geo-spatial data collection and utilization.

- **Transportation:** All matters pertaining to federal transportation legislation, funding and regulation and its impacts on county government, including highway and bridge development, finance and safety; public transit development and finance; transportation planning; airport development and service; passenger and freight railroads; ports and waterways; freight movement; and research and development of new modes of transportation.

**Task Forces:** In addition to the ten policy areas governed by steering committees, there are, occasionally and periodically, issues which impact the jurisdictions of several steering committees. Because these areas are not appropriate for limited consideration, they are often referred to special task forces for broader policy consideration than that offered initially by a single steering committee.

These task forces or other special review bodies, like steering committees, report their findings to the Board of Directors and the membership as a whole. Where permanent policy is required, the policies so adopted may be inserted into appropriate locations within the platform. Temporary or other impermanent
policies are treated as general resolutions. Resolutions and platform changes recommended by a task force must be considered and adopted by the relevant steering committee(s) through the regular resolutions process.
NACo C-Council Leadership Team

April 19, 2019

MATT CHASE
CEO/Executive Director
(Chief Executive Officer)

DEBORAH COX
Deputy Executive Director
(Chief Operating Officer)
& Director of Government Affairs

CHERYL BURNETT
Chief Innovation Officer
(County Solutions and Innovation)

BRIAN NAMEY
Chief Public Affairs Officer
(Public Affairs)

DEBBIE STOUTAMIRE
Chief Human Resources Officer
(HR, IT and General Services)

ANNA AMSELLE
Chief Financial Officer
(Finance)

BILL JASIEN
Executive Chairman
(NACo FSCorp)
NACo Management Responsibilities
Effective April 19, 2019
NACo
Government Affairs Department
Cheryl Burnett
Chief Innovation Officer

Miranda Norrey
Administrative Manager

Jay Kanam
Program Strategy Director

Diane Duff
Director Corporate Solutions

Timothy McCue
Associate Program Director (Health)

Kelly Silver
Business Marketing Associate

Ramona Brown
Associate Program Director (Human Services)

VACANT
Program Manager

Alejandra Montoya-Boyer
Associate Program Director (Community & Economic Development)

Kathy Rowlings
Associate Program Director (Justice)

Shanna Williamson
NOAA Fellow

Jaime Mason
Associate Program Director (Resiliency, Transportation, Infrastructure)

Jack Morgan
Program Manager

Nattassia Walsh
Program Manager

Kirsten Fontaine
Program Manager

Vernon Smith
Senior Associate

Pamela Mann
Program Manager

Jessica Perez
Associate

Sofia Ferber
Health Associate
NACo
Financial Services Corp (FSCorp)
Resolution Supporting a Complete and Accurate Census 2020 Count

**Issue:** Supporting a complete and accurate Census 2020 count

**Adopted Policy:** The National Association of Counties (NACo) supports full funding for an accurate and complete count during and throughout the 2020 Census. NACo supports the forming of complete count committees at the local level. NACo urges Congress to provide enhanced funding to rural counties, where access to reliable internet is a challenge, in order to support a complete and accurate census count in rural communities.

**Adopted | July 16, 2018**
Resolution Supporting Robust Remediation of Abandoned Uranium Mines as a Critical Priority for the United States.

**Issue:** Throughout numerous counties across the nation, for example the Navajo Nation within the Four Corners area, abandoned uranium mines continue to jeopardize public safety and the environment. Uranium mining has resulted in elevated uranium and radon radiation levels at over 400 locations on the Navajo Nation.

**Adopted Policy:** The National Association of Counties (NACo) urges Congress to enact legislation for the aggressive treatment of abandoned uranium mines across the United States to protect public health and the environment.

**Adopted | July 16, 2018**

Resolution Supporting the Use of FEMA Pre-Disaster Mitigation Grant Funding to Engage in Forest Thinning and Restoration Activities, Including Using FEMA Flood Mitigation Assistance for Forest Restoration to Reduce the Threat of Catastrophic Fire and Post Wildfire Flooding and Debris Flows

**Issue:** The need for adequate, robust, and timely forest restoration to mitigate the threat of future catastrophic crown fires and reduce the risk associated from post wildfire flooding and debris flow events is critical to reducing the threat to public safety that many western forested counties confront.

**Adopted Policy:** The National Association of Counties (NACo) calls on Congress to pass legislation increasing appropriations for and allowing for the use of FEMA pre-disaster mitigation grant funding for forest thinning and restoration activities, including using FEMA flood mitigation assistance for forest restoration to reduce the threat of catastrophic fire, post wildfire flooding and debris flows.

**Adopted | July 16, 2018**

Resolution Supporting Federal Funding to Promote and Expedite Building of Wood Products Industry in Regions with Low to No-Value Trees to Allow Consumption of Forest Products as a Pathway to Forest Restoration and Reduction of the Risk of Catastrophic Wildfire

**Issue:** The wood products industry is a valued partner in restoring our forests and reducing the threat of catastrophic wildfire. Without a viable wood products industry that can consume the forest products that are removed from the forest through various restoration activities, communities will continue to face an elevated threat of catastrophic wildfire.

**Adopted Policy:** The National Association of Counties (NACo) supports federal funding to promote and expedite the building of the wood products industry in regions with low to no-value trees to allow consumption of forest products as a pathway to forest restoration and reduction of the risk of catastrophic wildfire.

**Adopted | July 16, 2018**
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Director of Human Resources

SUBJECT: Discussion of County Manager performance evaluation. Pursuant to A.R.S. 38-431.03 (A) (1), the Board of Supervisors may vote to enter executive session.

RECOMMENDED MOTION:
Move to enter executive session.

BACKGROUND:
Background information will be provided during Executive Session.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Eric Peterson, Public Affairs Director

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
DATE: May 15, 2019

TO: Honorable Chairman and Members of the Board

FROM: James Jayne, County Manager

SUBJECT: Recognition of Nicole Dougherty and Alyssa Williams, students at Flagstaff High School for winning the 2019 Vans Custom Culture Competition.

PERSON REQUESTING:

Nicole Dougherty and Alyssa Williams.

REASON FOR RECOGNITION:

Nicole Dougherty and Alyssa Williams, students at Flagstaff High School, won the 2019 Vans Custom Culture Competition. $75,000 will go towards Flagstaff High School from Vans shoes. Both Nicole and Alyssa are sophomores. There were over 500 competing schools that participated in the competition.

Alyssa Williams' shoes were designed with the landscape of the Navajo Nation. Nicole Dougherty's were designed with an "out-of-this world" theme with wheels attached.

The competition included votes for their designs.

This is a great achievement for the students.

ATTACHMENTS:

1 – Staff Report
DATE: May 15, 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 a proclamation celebrating National Public Works Week from May 19 – 25, 2019.

RECOMMENDED MOTION or MOTION REQUESTED:

Approve a proclamation celebrating National Public Works Week from May 19 – 25, 2019.

PERSON OR ORGANIZATION REQUESTING THE PROCLAMATION:

Lucinda Andreani

REASON FOR THIS PROCLAMATION:

National Public Works Week is a celebration of the men and women in Coconino County who provide and maintain the infrastructure and services collectively known as public works. These professionals serve the public every day with dedication to improve the quality of life for present and future generations.

PERSON WHO WILL BE READING OR ACCEPTING THE PROCLAMATION:

Lucinda Andreani

ATTACHMENTS:

1 – Staff Report
2 - Proclamation
Proclamation

Designating May 19 – May 25, 2019

as Public Works Week in Coconino County

Whereas, Public Works provides critical services to Coconino County that are an integral part of our citizens’ everyday lives; and

Whereas, Public Works is dedicated to the stewardship of public infrastructure; and

Whereas, Public Works values and actively promotes this stewardship through quality customer service, transparent communication, environmental sustainability, innovative leadership and an empowered, diverse and dynamic team; and

Whereas, the efficiency of the qualified and dedicated team who staff Public Works' divisions is materially influenced by the public’s attitude and understanding of the importance of the work they perform; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, Public Works strives to improve community connectivity, economic vitality and enhanced quality of life that benefits our current residents and future generations through year-round maintenance, pavement preservation and Roads Capital Improvement Projects; and

Whereas, the National American Public Works Association (APWA) has declared the third full week of May as “National Public Works Week,” and this year will be recognized during the week of May 19-25, 2019; and

Therefore, be it resolved that we do hereby recognize May 19 through May 25, 2019 as Public Works Week and call upon all citizens and civic organizations to reflect upon and acknowledge the positive contributions that Public Works makes every day to our health, safety, comfort and quality of life in Coconino County.

Signed and sealed 21st day of May 2019.

COCONINO COUNTY BOARD OF SUPERVISORS:

Art Babbott
Chairman, District 1 Supervisor

Elizabeth C. Archuleta
District 2 Supervisor

Matt Ryan
District 3 Supervisor

Jim Parks
District 4 Supervisor

Lena Fowler
District 5 Supervisor
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Approve the minutes from the Board of Supervisors’ meetings conducted April 23, 2019, April 29, 2019, April 30, 2019, May 1, 2019, May 2, 2019, May 6, 2019, May 7, 2019 and May 8, 2019.

RECOMMENDED MOTION:

Approve or move to amend any portion of the minutes.

BACKGROUND:

The Board of Supervisors and the Board of Directors of several County Districts conducted various meetings on April 23, 2019, April 29, 2019, April 30, 2019, May 1, 2019, May 2, 2019, May 6, 2019, May 7, 2019 and May 8, 2019. The Board shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions; pursuant to ARS 38-431.01.B.

ALTERNATIVES:

Approve or move to amend any portion of the minutes.

ATTACHMENTS:

1 - Staff Report
2 - APRIL 23, 2019 - MINUTES
3 - APRIL 29, 2019 - BUDGET WORK SESSION MINUTES
4 - APRIL 30, 2019 - BUDGET WORK SESSION MINUTES
5 - MAY 1, 2019 - BUDGET WORK SESSION MINUTES
6 - MAY 2, 2019 - BUDGET WORK SESSION MINUTES
7 - MAY 6, 2019 - BUDGET WORK SESSION MINUTES
8 - MAY 7, 2019 - BUDGET WORK SESSION MINUTES
9 - MAY 7, 2019 - SPECIAL SESSION MINUTES
10 – May 8, 2019 – BUDGET WORK SESSION MINUTES
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE BOARD OF DIRECTORS OF THE FLOOD CONTROL DISTRICT

SPECIAL SESSION, WORK SESSION AND EXECUTIVE SESSION MINUTES

April 23, 2019

9:00 a.m. – Work Session
Executive Session immediately followed
1:15 p.m. – Work Session continued

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

Present: Chairman Art Babbott, Supervisors Matt Ryan and Supervisor Jim Parks. Vice Chairwoman Fowler arrived at 9:10 a.m.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Deputy County Attorney Rose Winkeler, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 9:06 a.m. and led the pledge of allegiance.

Call to the Public:

There were no comments from the public for items not on the agenda.

Work Session – 9:00 a.m.:

1. Presentation and discussion regarding the Comprehensive Plan Implementation Report. Community Development
Presenter: Community Development Director Jay Christelman and Planner Rachel Davis.


Community Development Director Jay Christelman introduced Planner Rachel Davis.

Vice Chairwoman Fowler arrived at 9:10 a.m.

Planner Rachel Davis introduced members of the Planning and Zoning Commission and staff that were present. She highlighted the purpose of the Comprehensive Plan and presented a PowerPoint that reviewed what was accomplished and reported in measuring past successes of the County Comprehensive Plan.

The Board provided feedback on the presentation.

Ms. Davis answered questions asked by individual Board members regarding coordination efforts made to receive feedback on the status of accomplishments and elements so that they may be addressed moving forward.

2. Presentation and discussion regarding the Public Works Sheep Hill Conceptual Master Plan and financial ability to support facility investment. Public Works

Presenter: Deputy County Manager/Public Works Director Lucinda Andreani

PowerPoint: Sheep Hill Conceptual Master Plan.

Deputy County Manager/Public Works Director Lucinda Andreani introduced the item and provided an overview of a risk management plan to address issues at Sheep Hill Public Works facilities. She provided information on the condition of the buildings, the need to replace mechanical equipment and much needed renovations.

Chairman Babbott acknowledged City of Flagstaff Streets Section Director, Scott Overton, who was present for today’s presentation.

Architect Adam Siros with APMI, Inc., continued with the presentation to address safety and operational efficiencies identified in the needs assessment and the need for modernization of the facilities to meet current codes and standards.

APMI, Inc., Consultant Juan Gonzales answered questions asked by individual Board members related to the results of his review.

Deputy County Manager/Public Works Director Lucinda Andreani, Mr. Siros and Mr. Gonzales answered questions related to the funding and the proposal for consideration of housing Public Works and Emergency Management in one facility.
Mr. Gonzales spoke about a Conceptual Master Plan and Implementation Plan that identified recommended investments.

Public Works Project Manager Jeff Stein addressed the Board to speak about the need for Cinder Barns to store cinders. He continued to discuss facility renovations and re-location of the fuel island. He answered questions related to past renovations and the need for additional space.

Deputy County Manager Andreani spoke about the various funding options for financing the renovations. She answered questions related to contract services, cost benefit forecasting and relocation of the fuel tanks.

Public Works Fleet Services Manager Byron Browning answered questions related to the timeline the facilities were built and/or previously renovated.

Individual Board members provided feedback related to the need for a priority list and a cost benefit comparison, funding abilities and partnership opportunities.

The Board provided feedback on the presentation.

**Motion:** Resolve as the Flood Control District Board of Directors, **Action:** approve, **Moved by:** Supervisor Lena Fowler, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

Upon inquiry from Chairman Babbott, Deputy County Attorney Rose Winkeler recommended the Board enter executive session.

**Motion:** Enter executive session, **Action:** approve, **Moved by:** Director Lena Fowler, **Seconded by:** Director Matt Ryan. The motion passed unanimously.

Chairman Babbott called for a break at 11:59 a.m. to allow time for the Board to reconvene in the Second-Floor Conference Room to conduct Item #3 - executive session.

**Executive Session:**

3. Discussion and consultation with attorney to review contemplated litigation and receive legal advice pursuant to A.R.S. 38-431.03(A)(3) and A.R.S. 38-431.03(A)(4). **Flood Control**

**Present:** Chairman Art Babbott, Director Matt Ryan, Director Jim Parks and Director Lena Fowler. Director Elizabeth C. Archuleta was present telephonically.

**Also Present:** County Manager James Jayne, Deputy County Attorney Rose Winkeler, Public Affairs Director Eric Peterson, County Attorney Bill Ring, Deputy County Manager Mike Townsend, Floodplain Administration and Deputy County Manager Lucinda Andreani, Clerk of the Board Lindsay Daley. Flood Control Attorney Josh Carden was present telephonically.

Chairman Babbott convened the executive session at 12:15 p.m.
Chairman Babbott adjourned the executive session at 1:17 p.m. and reconvened open session in the First-Floor Board Room at 1:31 p.m.

**Motion:** Resolve as the Board of Supervisors, **Action:** approve, **Moved by:** Director Matt Ryan, **Seconded by:** Director Jim Parks. The motion passed unanimously.

**Work Session continued – 1:15 p.m.:**

4. Presentation and discussion regarding an update on current accomplishments of teacher professional development. **Superintendent of Schools**

**Presenter:** Superintendent of Schools Risha VanderWey.


Superintendent of Schools, Dr. Risha VanderWey, spoke about the purpose of the presentation and introduced Cheryl Mango-Pageant, Coconino County Associate Superintendent of Schools.

Ms. Mango-Pageant introduced Yavapai County Special Education Service Agency Director Joe Donaldson and Professional Development Coordinator Emily Evans. She presented a PowerPoint that explained the functions of the Superintendent of Schools Office and professional development accomplishments from Fiscal Years 2017 through 2019. She provided statistics related to the increase of student content knowledge due to teachers gaining pedagogical knowledge as well as, various services provided.

Mr. Donaldson addressed the Board to speak about the need to address those that learn differently and require modification of their curriculum. He spoke about services that support developmentally disabled students and the criteria used to determine eligibility for a student’s participation in special education services.

Ms. Mango-Pageant provided statistics on growth trends in overall AZ Merit student pass rates.

Superintendent of Schools VanderWey presented closing statements.

Individual Board members provided feedback on the information presented and thanked Superintendent VanderWey for the presentation.

5. Presentation and discussion regarding the 2019 Pre-Fire Season Update. **Emergency Management**

**Presenter:** Emergency Management Director Todd Whitney.

**PowerPoint:** 2019 Pre-Fire Season Outlook.
Emergency Manager Todd Whitney recognized all first responder and partner members that were present.

National Weather Service Meteorologist, Brian Klimowski, provided a presentation on the upcoming fire season, fall and winter precipitation levels as well as, current indications and outlook.

Commander Rex Gilliland spoke about actions being taken by the Sheriff’s Office to inform the public about the pre-fire season and the Ready-Set-Go Campaign. He spoke about the Sheriff Offices request for the Forest Service’s consideration of a Forest Order to help set yearly fire restrictions during a certain amount of time, within a certain area of the forest service. He answered questions related to the Forest Order. The Board requested a copy of the mapped areas being considered for a fire ban once it is complete.

James Pettit, Deputy Fire Staff Officer for Coconino National Forest, read about the Chief’s Letter of Intent recently released that addressed the strategies, tactics and vision as it relates to wild land fires. Mr. Pettit briefly spoke about the four wildland fire dispatch agencies, fire prevention strategies and available resources.

Acting Fire Staff for Kaibab National Forest, Drew Leindecker, spoke about statistics on wild fires during wetter precipitation years. There is still a potential to have fires during wetter years; they are typically human caused. In looking forward, based on the average precipitation, there is a potential for the fire season that usually begins between May and June.

Chairman Babbott, Supervisor Ryan and Supervisor Parks spoke about the importance of collaboration between agencies and prescribed burns.

Arizona Department of Forestry and Fire Management Representative, Aaron Green, spoke about fire suppression efforts across the state and fire bans on State Trust Lands surrounding Flagstaff.

Highlands Fire District and Flagstaff Ranch Fire District Fire Chief, Dirk Foreman, addressed efforts being made to prepare and train fire crews for fire season. He further spoke about a cooperative clean-up project, the Bear Jaw Initiative, Ember Aware Program and Ready-Set-Go Program.

Arizona Public Service Community Affairs Manager Janet Dean said APS has procedures designed to reduce risk to first responders via their 2019 Comprehensive Plan to address fire mitigation efforts. She spoke about areas identified as high risk and a mechanism established to shut down power lines if there is a break in service.

Individual Board members spoke about the importance of collaboration to mitigate fire danger and thanked everyone for their engagement.
6. Presentation and discussion regarding Willow Bend Environmental Education Center and the Friends of Willow Bend Gardens regarding programs and projects as they relate to the center and the gardens at Sawmill County Park. **Parks and Recreation**

**Presenter:** Parks and Recreation Director Cynthia Nemeth-Briehn, Susan Lamb and Moanne Henn with Friends of Willow Bend Gardens.

**PowerPoint:** Friends of Willow Bend Gardens Progress Report.

Parks and Recreation Director Cynthia Nemeth-Briehn introduced Willow Bend Environmental Education Center Executive Director Moanne Henn and Friends of Willow Bend Garden Representative Susan Lamb.

Ms. Henn provided a presentation that provided an overview of Willow Bend Environmental Education Center; which included its mission, community programs, youth and school programs, impacts of the programs, financials and yearly highlights and achievements.

Ms. Lamb provided a presentation that provided an overview of Friends of Willow Bend Gardens; which included their mission, the non-cash donations received, special volunteer days and volunteers. The presentation included various pictures of the trails and gardens.

Individual Board members expressed their appreciation of the restoration of the gardens and the important partnerships.

Chairman Babbott noted the Board would address agenda item #8 at this time and return to item #7 at the end of the day.

7. **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

County Manager Jayne gave a brief update regarding the status of budget planning. He spoke about the Health and Human Services Director position.

8. Presentation and discussion regarding Economic Trends in Coconino County.

**Community Services**

**Presenter:** Interim Director of Community Services Norma Gallegos, Northern Arizona University Senior Researcher Tom Combrink and Northern Arizona University Coordinator James Bowie, Ph.D.

**PowerPoint:** Coconino County Economic Trends and Poverty.

Interim Director of Community Services Norma Gallegos provided a brief summary on U.S. Census housing data. She introduced

Northern Arizona University Research Analyst Thomas Combrink provided a presentation outlining poverty in Coconino County. He answered questions asked by individual Board members related to the information presented.

Northern Arizona University Director of Sociology James Bowie provided a presentation on statistics related to poverty, unemployment, median income and rent in Coconino County. He answered questions asked by individual Board members related to the information presented.

Community Services Program Manager Scott Neuman presented information regarding the Prosperity Now Financial Security Assessment, AOEO Employment and business sector assessment and proven community economic development strategies. He answered questions asked by individual Board members related to the information presented.

The Board and Interim Director of Community Services Norma Gallegos conferred regarding the information presented.

Chairman Babbott noted the Board would return to Agenda Item #7 – Roundtable at this time.

There being no further discussion, Chairman Babbott adjourned the meeting at approximately 5:00 p.m.
Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan and Supervisor Jim Parks. Supervisor Elizabeth C. Archuleta was present telephonically.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 9:34 a.m.

Supervisor Archuleta arrived in person at 9:36 a.m.

1. FY20 County Manager Recommended Budget Presentation – 9:30 – 11:00 a.m.

County Manager James Jayne introduced members of staff that was present and thanked them for their collaborations in preparing the FY2020 Proposed Budget.

Deputy County Manager/ Chief Financial Officer/Finance Director Mike Townsend provided a PowerPoint presentation that highlighted the County’s 10-year Financial Plan, recession planning, economic mixed projections and timing of results of a recession in planning ahead. He provided statistics that described the differences between FY18 and FY19 local sales tax; revised estimates as revenue growth has slowed. He answered questions asked by individual Board members related to growth, revenue and various other projections presented.
Assistant Finance Director Megan Cunningham explained the format being used by every department making a budget presentation.

Chairman Babbott called for a break at 10:57 a.m. and reconvened open session at 11:10 a.m.

2. Treasurer: 11:00 – 11:45 a.m.

County Manager Jayne introduced the item.

Treasurer Sarah Benatar provided highlights of the Treasurer’s Office accomplishments, performances and services provided during FY19. She further addressed various service improvement requests included in the Treasurer’s Office proposed FY20 budget and answered questions asked by individual Board members.

Chair Babbott went over the budget meeting schedule for the week. Supervisors provided the days and times that they will not be able to attend.

Chairman Babbott called for a break at 11:47 a.m. and reconvened open session at 1:02 p.m.

3. Clerk of the Superior Court: 1:00 – 1:45 p.m.

County Manager Jayne introduced the item.

Clerk of Superior Court Valerie Wyant provided highlights of the Clerk of Superior Court Department accomplishments, performances and services provided during FY19. She further addressed various service improvement requests included in the Department’s proposed FY20 budget and answered questions asked by individual Board members.

4. Library District: 1:45 – 2:30 p.m.

County Manager Jayne introduced the item.

Interim Library Director Mark Cesare provided highlights of the Library Districts’ accomplishments, performances and services provided during FY19. He further addressed various service improvement requests included in the Districts proposed FY20 budget and answered questions asked by individual Board members.

Chairman Babbott called for a break at 2:14 p.m. and reconvened open session at 2:31 p.m. Supervisor Archuleta was not present.

5. Public Defender: 2:45 – 3:30 p.m.

County Manager Jayne introduced the item.
Supervisor Archuleta arrived at 2:38 p.m.

Public Defender Sandra Diehl highlighted the number of caseloads and successes of the Public Defender’s Office in FY19. She commented on awards received by several Deputy Public Defenders and answered questions asked by individual Board members.

6. Legal Defender: 3:30 – 4:00 p.m.

County Manager Jayne introduced the item.

Legal Defender Erika Arlington reviewed the type and number of caseloads handled by the Legal Defender’s Office in FY19. She highlighted some successes and answered questions asked by individual Board members.

7. Reserved for Discussion: 4:00 – 5:00 p.m.

County Manager Jayne and the Board addressed the calendar for tomorrow’s budget work session and information they would like to see moving forward.

As there was no further discussion, Chairwoman Archuleta adjourned the meeting at 3:46 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

_________________________________________
Art Babbott, Chair

(SEAL)

ATTEST:

_________________________________________
Lindsay Daley, Clerk of the Board
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS

BUDGET WORK SESSIONS MINUTES

Week 1

April 30, 2019

9:30 a.m.

First-Floor Meeting Room
219 E. Cherry, Flagstaff, Arizona
Lunch Break was held in the Second-Floor Conference Room

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 9:30 a.m.

1. Reserved for Discussion: 9:00 – 9:30 a.m.

The Board did not hold discussions.

2. Parks and Recreation: 9:30 – 10:30 a.m.

County Manager Jayne introduced the item.
3. Board of Supervisors: 10:30 – 11:30 a.m.

County Manager Jayne introduced the item.

Clerk of the Board Lindsay Daley highlighted Clerk of the Board’s Office accomplishments in FY19 and explained the Department’s FY20 Service Improvement Requests and proposed budget. She answered questions asked by individual Board members.

Chairman Babbott stated the Board would address item #4 at this time and begin with Community Development, item #5, at 2:00 p.m.

4. County Administration: 1:00 – 2:00 p.m.

County Manager Jayne introduced the item.

Human Resource Director Erika Philpot spoke about the Employee Assistance Program services and allowances in response to concerns regarding employee stress and resources.

Supervisor Archuleta left the meeting at 11:05 a.m. and returned at approximately 11:08 a.m.

Public Affairs Director Eric Peterson highlighted accomplishments of the Public Affairs Department in FY19 and the department’s proposed budget for FY20. There was discussion regarding the future of diversity councils and the need for a work session to discuss the service improvement request.

Upon inquiry by Chairman Babbott, Deputy County Manager Mike Townsend affirmed ERP has always been managed by the County Manager/County Administration.

Chairman Babbott called for a break at 11:59 a.m. and reconvened open session at 2:02 p.m.

5. Community Development: 2:00 – 3:00 p.m.

Deputy County Manager Marie Peoples made an announcement to the Board that Interim Community Services Director Norma Gallegos submitted her resignation.

County Manager Jimmy Jayne talked about the budget recommendations for funding of Bluebeam Software.

Director Christelman explained that the Community Development Department has had a 15% increase in single family dwelling and manufactured home permits. They have been working on the subdivision ordinance and plan to have a rough draft of the zoning code done by July.
Director Christelman went over trends the department is seeing; including an increase in permit activity. Currently, their revenues are at about $1 million. Their projects will fall short of the $1.4 million because the Kachina Village development did not occur and not all of the Bellemont development has occurred. They have increased efficiencies and haven’t had to ask for more staff. They have been leveraging technologies. He explained that they withdrew the FTE they had requested as they are trying to get a screen large enough to video the inspection to cut down on travel time and instead, do remote inspections. Information Technology is difficult to get the screen size they need but will attempt it. Another trend is land use cases coming. They anticipate having another Area Plan done this year. They plan to introduce it at the Timberline/Fernwood meeting.

Chair Babbott stated the remote videoing is good for a county this size. He thanked Director Christelman for bringing forward a good strategy.

Director Christelman went over the Sustainability Program and spoke about the Service Improvement Request. Director Christelman also went over another Service Improvement Request that was eventually pulled. Director Christelman talked about a position that Lowell Observatory and the City of Flagstaff have proposed for dark skies. This position would work with the various agencies in lighting enforcement and it would be similar to the game and fish position that the County shares. This was a top suggestion that came out of the JLUS study, having an enforcement piece. Supervisor Ryan stated that he thinks they should consider funding this partial position for lighting. Chair Babbott stated it was embedded in the JLUS process and that its worth a conversation to have the proportional share that can come up in a year and find out what number that is for the City and County. He recommended putting it on the list for the end of budget to consider.

Director Christelman went over carryover requests. One is for the abatement demolition fund, another is for professional services for planning and zoning to take care of editing and writing of the Bellemont Area Plan. Director Christelman talked about a potential wind farm that may start work in the Fall of next year and if that occurs, they estimate it will generate $1 million in revenue. He proposed that revenue from that will need to go towards help of a contractor for inspections if this comes to fruition.

Supervisor Parks asked for a map of the potential wind farm. Director Christelman stated he will get that to them and that it would be located right up against Navajo County. County Manager Jayne provided a description of where it would be located.

Supervisor Ryan thanked Director Christelman. Supervisor Archuleta stated she looks forward to talking about the Timberline and Fernwood Area Plan and asked when he thinks it will start and if there might be a need for two plans versus one plan. Director Christelman said that if it stays as one plan he anticipates it will take fourteen months to complete. She asked if it would be done internally and Director Christelman affirmed. Supervisor Ryan brought up the potential need for assistance in working on boundary issues and sheds. Chair Babbott stated they will put that on the budget list.

County Manager Jayne went over the schedule for tomorrow’s budget meeting.
As there was no further discussion, Chair Babbott adjourned the meeting at 2:45 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

____________________________________________
Art Babbott, Chair

(SEAL)

ATTEST:

___________________________________________
Lindsay Daley, Clerk of the Board
Present: Chairman Art Babbott, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks.

Absent/Excused: Vice Chairwoman Lena Fowler.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Clerk of the Board of Supervisors Lindsay Daley and Administrative Specialist III Flora Hatch.

Chairman Babbott called the meeting to order at approximately 8:45 a.m.

1. Reserved for Discussion: 8:00 - 8:45 a.m.

The Board did not hold discussions.

2. County Attorney/Victim Witness: 8:45 – 9:45 a.m.

County Manager Jimmy Jayne introduced County Attorney Bill Ring. County Attorney Ring went over the FY19 achievements. He also stated that he agreed with the County Manager’s recommendation for FY20. County Attorney Ring reviewed the FY20 Service Improvement Requests and proposed budget for the County Attorney’s Office. He answered questions asked by individual Board members.

Chairman Babbott verified the Board was posted for a roundtable (item #6 on the agenda). The Chairman proceeded to have discussion on item #6. See item #6 for summary.
Chairman Babbott called for a break at 9:53 a.m. He reconvened the meeting at 1:04 p.m.

**Present:** Chairman Art Babbott, Supervisor Elizabeth C. Archuleta, Supervisor and Supervisor Jim Parks.

**Absent/Excused:** Vice Chairwoman Lena Fowler and Supervisor Matt Ryan.

**Also Present:** County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Clerk of the Board of Supervisors Lindsay Daley and Administrative Specialist III Flora Hatch.

3. **Superior Court:** 1:00 – 1:45 p.m.

County Manager Jimmy Jayne introduced Judge Moran and their recommendation for FY20. Judge Moran thanked his staff and stated he will be transitioning out of the presiding judge position. He stated they are planning the Coconino County Mental Health Summit to improve how they divert and handle mental health cases. They are currently maxed out with recovery court and mental health court. Judge Moran introduced the Court Administrator Gary Krcmarik.

Administrator Krcmarik went through budget items for the Courts. He stated that the Veterans Court Stand Down is coming up. He discussed the workload of the courts, which included civil and divorce cases going up. He also highlighted their recent accomplishments, which included Arizona Court Help Legal Talk that allows people to watch from home. He discussed the personnel transitions in the courts and case law management and the need to handle cases well. He spoke about Justice 2020 and long-range planning, which included the courthouse project. Judge Slayton spoke about the court investigator being an integral part of the court.

Administrator Krcmarik answered questions from the Supervisors. Supervisor Archuleta stated that for the Service Improvement Request that is needed for operations- she is supportive of it being reoccurring rather than on one-time money.

Judge Mark Moran stated that where they can improve is diverting people toward the mental health system rather than criminal justice system. He mentioned that the The County Attorney and Public Defender’s Offices will also be involved in the Mental Health Summit.

The Supervisors thanked Gary Krcmarik, his staff and the Judges.

4. **Justice Courts:** 1:45 – 2:45 p.m.

Page Justice Court Judge Donald Roberts joined the meeting via phone for the discussion of the Justice Courts. His Assistant Kathleen Hensen was also on the phone.
County Manager Jimmy Jayne introduced this item. He went over the one time increase of $3,500 for the Page Justice Court. He stated they received funds last year for security and bailiff expenses.

Deputy Court Administrator Sharon Yates introduced those present: Judge Robert Krombeen, Maia Rodriguez, Judge Howard Grodman, Fredonia Municipal Court Judge Serena Cutchen, Jennifer Carter, Dusty Tate from the Sedona Justice Court, Court Clerk Valerie Wyant and Court Administrator Gary Kremarik.

Deputy Administrator Yates talked about the overall accomplishments which included implementing a new case management system. She talked about the survey they have for customers and went over those survey results. Judge Krombeen spoke about the highlights of the Williams Justice Court. He talked about that they just signed a longer-term contract with the Town of Tusayan to provide court there. Deputy Administrator Yates thanked the Williams Justice Court staff for their assistance during the Intergovernmental Agreement process with the City of Williams.

Fredonia Justice of the Peace Serena Cutchen talked about improvements made for security at the Fredonia court. She also stated they are looking at the possibility of co-locating courts.

Judge Howard Grodman spoke about the Flagstaff Justice Court. It is the 5th busiest court in the state. He talked about the services they provide, specifically accepting guilty pleas for felonies, mental health court and traveling court. He provided examples of how they have made a difference in customers lives and the awards they have received. He stated their Service Improvement Request is to improve their phone service and alleviate the problems they have with that.

Judge Donald Roberts thanked the Supervisors. He also thanked staff for working on the security of the facility. He talked about the DUI Drug Court program and how they can now take on more serious cases, so customers do not have to drive to Flagstaff. Kathleen Hensen added that they have had a lot more phone calls and more time is necessary to answer calls. Judge Roberts stated that the position they are asking for is an administrative specialist position– up to 25 hours. He thanked the Supervisors and staff.

Sharon Yates commended the Page Justice Court for their efforts. She also thanked the Supervisors, County Management and staff.

The Supervisors thanked Supervisor Archuleta thanked the Courts and their staff. Deputy Administrator Yates answered questions from the Supervisors.

5. Adult Probation: 2:45 – 3:15 p.m.

County Manager Jimmy Jayne introduced Chief Probation Officer Sarah Douthit and thanked her for her work and leadership. He let the Board know that the Adult Probation Department received an additional full-time employee last year. Officer Douthit introduced the staff present.
She went over the fiscal year in summary and started with the accomplishments of the team. She said there is a 32% reduction in the people who have gone to prison. She stated they have people in the community that are no longer a burden on the system and are now contributing members of the community. She stated that their turnover rate is nonexistent. She conducts stay interviews with her staff members to reduce burnout. They are working on developing a class for clients that have children. Officer Douthit highlighted emerging trends and issues for their office. She stated they focus on a work-life balance. Reduced turnover is a result of trying to take care of each other. Michele Hart has worked with staff on specific evaluations that are based on each persons’ position. They continue to promote their guiding principles.

Officer Douthit explained that they are seeing a crisis in mental health. They are seeing more situations that they would only see once a year now happening every few months. They are seeing a very high misery index and their Office is struggling with that as it leads to public safety concerns and it is an emotional drain on staff. They are asking for civilization reform not just criminal justice reform. She went over work that has been done without additional resources.

Officer Douthit thanked the Supervisors for providing the pilot with the Accounting Tech II position last year. They have had challenges keeping the position filled. She went over their office action plan for FY20. They will continue to work on turnover, stress, compassion and fatigue, organizational renewal, and making changes based on feedback from the state. She talked about mental and behavioral health issues starting with childhood trauma.

Officer Douthit answered questions from the Supervisors. The Supervisors expressed their appreciation for her work.

6. 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

Chairman Babbott and the Board discussed this item immediately after item #2 on the agenda before they took their break at 9:53 a.m.

Chairman Babbott discussed the upcoming budget schedule for the week. Clerk of the Board Lindsay Daley reviewed the May 7th Board of Supervisors planned agenda items and the Board’s planning calendar. Chairman Babbott advised there may be some items on the agenda that may need to be pulled for conversation. Budget Analyst John Comer went over the schedule for tomorrow’s budget meeting and answered questions from the Board. County Manager Jayne reiterated the start time of tomorrow’s meeting, 9:00 a.m.

Chairman Babbott adjourned the meeting at 3:23 p.m. because quorum was lost.

COCONINO COUNTY BOARD OF SUPERVISORS

Art Babbott, Chair

(SEAL)

ATTEST:

Lindsay Daley, Clerk of the Board
Present: Chairman Art Babbott, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks.

Absent/Excused: Vice Chairwoman Lena Fowler and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Clerk of the Board of Supervisors Lindsay Daley.

County Manager Jayne introduced Facilities Director Sue Brown. He explained that they had three Service Improvement Requests (SIR) last year and staff is recommending a $20,000 one-time cost for operations this year.
Director Brown introduced the Facilities staff present. She talked about the construction of the new medical examiner facility. Director Brown went over the various projects the Facilities Department accomplished this year. This included: the High Country Humane Association facility, hanging heaters in the truck barns, library district remodel project in Tuba City, Administrative Center remodel, County Attorney’s office remodel, 57 acre project with Greater Flagstaff Forest Partnership, King Street flood remediation, court reassignments and move, training and promotion of departmental staff, expansion of different facilities, partnership with the Career Center, saving the Senior Center funds by fixing a shed, as well as smaller projects. Director Brown answered questions from the Supervisors related to various facilities and the projects.

Director Brown spoke about the service improvement requests and answered questions regarding them. Chairman Babbott requested an end of project audit to get true costs of projects completed. She answered questions related to the previous medical examiner facility and stated they are using it as storage space. Supervisor Ryan asked a question about fleet and County Manger Jayne and Deputy County Manager Lucinda Andreani provided information about the fleet and the impact those costs have on departments.

Director Brown spoke about the FY20 plan to do capital repair and replacement. She stated there are a lot of carryovers. The carryovers are for finishing up the medical examiner facility, the chiller at the 110 building, Center of Arts lighting, refresh of Page probation facility, Division III historic doors, old jail roof replacement and other projects. She answered questions from the Supervisors regarding the old jail building. Director Brown answered questions from the Supervisors regarding the carryover requests. Deputy County Manager Mike Townsend and Director Brown answered questions related to other funds.

Chairman Babbott thanked Director Brown and her staff.

3. Finance: 10:00 – 10:30 a.m.

County Manager Jayne introduced Mike Townsend the Chief Financial Officer and the discussion about the Finance Department.

Deputy Manager Townsend introduced the Finance Department staff present. He acknowledged the work that staff has been doing with the Munis software in addition to their normal jobs. He also talked about the turnover in Finance of long-term employees, the new payroll system and the challenges they are working through. He also talked about the internal audit function and working on the internal procedures with departments. Deputy County Manager Townsend answered questions from the Supervisor. The Finance Department did not have any carryover requests or SIRS. The Supervisors expressed their thanks and appreciation for the work of the Department. Chairman Babbott suggested a wrap up after budget with the Board to get feedback about how the budget process went.

4. Information Technology: 10:45 – 11:45 a.m.
County Manager Jayne introduced Information Technology Director Matt Fowler. He stated the Board did approve two SIRs last year and this year there is an SIR for $503,000.

Director Fowler introduced the staff present. He highlighted some of the challenges they are trying to overcome such as the ongoing threat to the County system, broadband in Tuba City, Enterprise Content Management, integrating applications and enhancing existing investments, needs of the various departments and extreme backlog.

Director Fowler talked about the accomplishments of the Information Technology Department (IT). This included: investing in staff with promotions and professional certifications, Velucity asset management implementation, updated internet King Street and working to improve wireless, IT security efforts, continuous scanning of threats, security awareness campaign, engaged in other community agencies to gain knowledge and supporting other departments in their efforts. Director Fowler went through the action plan related to the SIR for $503,000. He explained that this expense will be every single year as a one-time cost.

Chairman Babbott and the Supervisors discussed the need to balance competing needs. Director Fowler talked about previously funding operations with employee salary savings. Deputy County Manager Townsend talked about the need for $500,000 for Director Fowler to address the issues he has uncovered. Director Fowler answered questions from the Supervisors related to the SIR. Assistant Director John Finley introduced himself. Business Analyst Richard Eaton stated his appreciation and that it is a big road ahead. Lee Root also spoke about the support that they have received and expressed his thanks. Helen Costello also expressed her thanks. The Supervisors thanked the staff and expressed their appreciation.

At 11:25 a.m. Chairman Babbott decided to discuss Item #8 on the agenda. See Item #8 for the summary.

Chairman Babbott called for a break for lunch at 11:38 p.m. He reconvened the meeting at 1:06 p.m.

Present: Chairman Art Babbott, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks.

Absent/Excused: Vice Chairwoman Lena Fowler and Supervisor Jim Parks.

5. Sheriff/Jail: 2:00 p.m.

County Manager Jayne introduced Sheriff Jim Driscoll. He went over the SIRs from last year that were approved. He stated that for FY20 staff is recommending all of the Jail SIRs, two additional deputies and a $250,000 bucket for IT enhancements, flexibility language and other items.

Sheriff Driscoll highlighted FY19 achievements, stated that he agreed with the Manager’s recommendation for FY20. In reviewing the Department’s FY20 SIRs and proposed budget, he detailed some of the day-to-day challenges the Sheriff’s Office has faced. He answered
questions asked by individual Board members. The Supervisors thanked Sheriff Driscoll and his staff for their work.

6. Recorder: 2:00 – 2:45 p.m.

County Manager Jimmy Jayne introduced Recorder Patty Hansen. He talked about the SIRS approved last year. He stated that there is an SIR for FY20 that is a full-time employee position for an Administrative Supervisor in the recording office.

Recorder Hansen went over their accomplishments in FY19 this included two successful elections and the move to a hybrid voting system. She talked about their new temporary location at the mall. She went over the upcoming trends that will impact the Recorder’s office. She highlighted their work plan for FY20 which included: work on the new state voter registration, implement the new voting equipment, updating training programs, work on Americans with Disabilities Act (ADA) compliance for polling places, working with Homeland Security on security issues and evaluating their folding/stuffing mail equipment.

Recorder Hansen went over her SIRs. SIR funds would go towards: doing the 2020 voter guide mailer and 90-day notice mailer, having a satellite office (Flagstaff mall) again, and also for an Administrative Manager position. She stated that there is a lot of legislation being passed that makes it harder for people to vote. Recorder Hansen went over some of the challenges her Office faces. Recorder Hansen answered questions from the Supervisors related to legislation, and positions that have been vacant. The Supervisors thanked Recorder Hansen.

7. Non-Departmental/County Partners: 2:45 – 4:00 p.m.

County Manager Jimmy Jayne introduced the staff present. Deputy County Manager Mike Townsend went over the Strategic Investment Plan and answered questions from the Supervisors. Chairman Babbott stated he may need to go over the framework. Deputy Manager Lucinda Andreani introduced the topic of organizational renewal and the investment for that. Director Erika Philpot talked about continuing to work with the Diversity Consultant and $80,000 put towards that effort.

Chairman Babbott stated that he was not impressed with the survey tool used for the assessment of the organization. Deputy Manager Andreani explained that the survey was a starting point and there will be another survey for all employees of the organization. She states that the organizational renewal effort will also include succession planning and mentoring. Special Initiatives Director Kim Musselman talked about the funds that would be used for the Health and Human Services transition. Deputy Manager Andreani went over the proposal for managing transitions. This included: training to train the trainers, countywide meeting and presentation with Gary Ridge, and a leadership summit. She also discussed having a ground-up strategic planning process that would include input from constituents as part of the planning process and a survey with all employees.

Chairman Babbott stated he feels this really warrants a work session. He stated this is the first breakdown of the dollars for priorities that he has seen. Supervisor Archuleta talked about her
understanding of the organizational renewal effort and the need for investment in it. Chairman Babbott stated he is not sure employees of the organization are clear what the monetary roadmap is. Supervisor Ryan stated he is generally supportive but looking forward to future discussions.

Director Fowler went over why his SIR was pulled and put into the strategic plan effort. Digital transformation is also under this effort. He explained the Enterprise Content Management program. Public Affairs Director Eric Peterson went over the proposed funds for a database management system. Facilities Director Sue Brown talked about the King Street addition of the fourth floor as part of the strategic plan. Deputy County Manager Marie Peoples talked about the Stronger as One and CJCC effort and getting guidance on that for the future to create a plan.

Staff answered questions related to the proposed strategic plan. Supervisor Archuleta stated that she feels the Collective Impact effort should be separated out.

Deputy County Manager Mike Townsend went over a handout to the Board titled County Partner Funding History & FY20 Requests. He also went over a handout titled District Budgets Update as well as the handout titled Coconino County FY20 Non-Departmental Appropriations. He answered questions from the Supervisors regarding this. Chairman Babbott stated it would be good to have conversations regarding what is guiding the Strategic Plan.

8. 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
  - update on Planning and Zoning Schedule
- 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
Chairman Babbott discussed this item immediately following Item #4 and before they broke for lunch at 11:38 a.m. The Parks and Recreation Director Cynthia Nemeth was called and put on speaker to discuss the Miller property event that she is planning for May 28. The board discussed the scale of the event and whether this was the appropriate day to have it. The Board also discussed the Board meeting planned for June 11 that will take place at Ft. Tuthill. Clerk Lindsay Daley answered questions in relation to the future June 11 Board meeting.

As there was no further discussion, Chair Babbott adjourned the meeting at 4:20 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

_____________________________________________
Art Babbott, Chair

(SEAL)

ATTEST:

___________________________________________
Lindsay Daley, Clerk of the Board
Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Elizabeth C. Archuleta, Supervisor Matt Ryan and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Facilities Director Sue Brown, Human Resources Director Erika Philpot, and Clerk of the Board of Supervisors Lindsay Daley.

Chairman Babbott called the meeting to order at 9:22 a.m.

1. Reserved for Discussion: 8:30 – 9:15 a.m.

The Board did not hold discussion.

2. Public Health Services District: 9:15 – 10:15 a.m.

County Manager Jimmy Jayne introduced Interim Health District Director Michael Oxtoby and went over the schedule for the day. He highlighted staff recommendations regarding the proposed Health District FY20 budget and Service Improvement Requests (SIR/SIRs).

Interim Director Oxtoby introduced the Health District staff present and went over the FY19 highlights. 2018 marked the first time that alcohol and drug poisoning killed more people than
car accidents. He went over the programs they have implemented to focus on prevention of drug use and aiding those using drugs. He talked about the District currently underway in a community assessment. They are hoping to gather information that will help to understand gaps, concerns, improvements needed and successes.

Interim Director Oxtoby presented information on how healthy the community is. Coconino County has moved from the 4th healthiest to the 10th healthiest in the state from 2012-2019. Their challenges include: nursing shortage, vaccine exemptions, increase in number of people treated for rabies, e-cigarettes and vaping use and more. He spoke about District expenditures, state mandates, and the decline of grant revenue. Vice Chair Fowler asked questions regarding this.

Interim Director Oxtoby went over the Health District’s work plan for FY20. The three objectives include: collaborating in the integration of three departments to improve the customer service experience, achieve public health accreditation and implement a new environmental health database. He answered questions from the Supervisors regarding this.

Interim Director Oxtoby went over the Health District’s SIRs. This included money for animal sheltering, which would be a reoccurring $58,000 and the other request is to increase the medical examiner capacity to .2 position to bring a current position to full-time. He answered questions from the Supervisors regarding the SIR.

Deputy County Manager Marie Peoples spoke about continuing discussions on building in sustainability for FY20 and looking at service duplication with other agencies, and the health assessment results will also help focus services. Deputy County Manager Mike Townsend spoke about the deficit for the District and the general fund loan for the District. Interim Director Oxtoby answered questions regarding the carryover requests. Deputy County Manager Peoples continued to answer additional questions from the Supervisors. She also spoke about the increasing case load as well as the cases becoming more complex for the Medical Examiner’s Office. The Supervisors thanked Interim Director Oxtoby.

Chairman Babbott called for a break at 10:23a.m. and reconvened the meeting at 10:38 a.m.

Break: 10:15 – 10:30 a.m.

3. Community Services: 10:30 – 11:30 a.m.

County Manager Jimmy Jayne introduced the Community Services Interim Director Norma Gallegos. Interim Director Gallegos had staff present with her introduce themselves.

Interim Director Gallegos went over the accomplishments of the Community Services Department. This included: conducting the Business program in Page, water bill assistance program for Kachina Village Utility District customers, participating in the Super Service Saturday Initiative, hiring a case worker in Williams full-time and 73% increase in utility assistance.
Interim Director Gallegos also highlighted the challenges and trends that the department faces. This included the increased demand for housing assistance and the rising cost of housing, the need for injury prevention for seniors and collaborating to reduce recidivism rates.

Chairman Babbott left the room at 10:58 a.m. and returned at 11:00 a.m.

Interim Director Gallegos went over the work plan for FY20. This included: conducting a community needs assessment, work on the Census 2020, CDBG application, partnering with adult probation to provide financial literacy classes, continue to provide the business program including in Page and expanding to Williams, continue to look for funds for the Individual Account program to keep it going, continue the owner-occupied housing rehab program.

Administrative Manager Rosie Wear spoke about the Community Services Department’s SIRs, which included: $50,000 to go towards the emergency rental assistance program and an additional .2 position to be converted to a lead cook with 32 hours and benefit eligible. Ms. Wear and Interim Director Gallegos answered questions asked by the Supervisors.

Vice Chairwoman Fowler asked the County Manager to look into how departments are working with outside agencies and how we become more efficient working with the outside agencies.

Interim Director Gallegos went over the community action events for the month of May. The Supervisors thanked her for her work.

4. Public Fiduciary: 11:30 – 12:00 p.m.

County Manager Jayne introduced the Public Fiduciary Rashida Suminski. He stated that last year their office received $18,000 recurring for operations and $3,600 for one-time funds for training and development. They have no SIRs for FY20.

Fiduciary Suminski talked about the SIRs received last year and why they are not requesting additional funds this year. She went over the cases that they are monitoring. She also talked about the emerging trends that impact her office. This included clients that are seriously mentally ill. She spoke about a project with an NAU student that is providing exposure about what services they provide.

Fiduciary Suminski talked about the accomplishments of this year. They were audited which had good results. She went over their work plan for FY20. This includes advocating for their seriously mentally ill clients, working on getting additional staff licensed, and working to advocate and be transparent, being compliant and meeting the needs of the clients. She answered questions from the Supervisors. The Supervisors thanked Fiduciary Suminski for her work.

At 11:57 a.m. Chairman Babbott decided to discuss Item #10 on the agenda. See Item #10 for the discussion summary.

Chairman Babbott called for a break at 12:00 p.m. He reconvened the meeting at 1:03 p.m.

5. Career Center: 1:00 – 1:30 p.m.
County Manager Jayne introduced Career Center Director Carol Curtis. Director Curtis went over the grants that provide funds to their efforts. She talked about the re-employment center being there for those losing jobs. She went over their annual plan. She talked about their partnerships and the initiatives planned for the upcoming year. This included: working on the automotive industry, their medical staffing talent pipeline, the internship network and the assessment of services provided as they move. She stated that they have been doing a lot of rapid response work this year with businesses closing.

Director Curtis answered questions from the Supervisors related to funds for the youth internship program and the work they do to keep kids in the community rather than leaving.

6. Human Resources: 1:30 – 2:15 p.m.

County Manager Jayne introduced Human Resources Director Erika Philpot. Director Philpot had staff introduce themselves. Director Philpot spoke about the reorganization of their department. Director Philpot went through some of their accomplishments, which included: rolling out new software, diversity days, innovation academy, switching the employee assistance program providers, telemedicine, auto-scheduling for recruitment, overtime policy. Performance management committee work, work re-imagined for others, diversity projects, electronic interviewing. Director Philpot spoke about the carryover request for the tuition assistance program.

Supervisor Ryan stated he would still like Human Resources to pursue looking at daycare options being provided for employees. Director Philpot provided information about the Employee Assistance Program related to what they are seeing for employees for individual issues, family issues, workplace issues and work life balance issues.

Chairman Babbott called for a break at 2:09 pm and then reconvened the meeting at 2:27 p.m.

7. Superintendent of Schools: 2:30 – 3:15 p.m.

County Manager Jayne introduced Superintendent of Schools Risha Vanderway and stated that last year the Board approved a $500,000 SRS appropriation from FY19 for professional development- $250,000 for FY19 and $250,000 for FY20. There are no SIRS for FY20. He mentioned that the Teacher of the Year event was great this year.

Superintendent Vanderway introduced Tina Wells from her office. She spoke about the three areas they utilize – election, development, and accommodation school district. She spoke about the professional development courses for over 1,000 educators, the diverse needs of kids, diverse disabilities, and high turnover of teachers. She spoke about the program Child Find. This program provides evaluation for all kids if needed. She touched on some of their accomplishments which included getting Leupp school assistance in providing special education services and purchasing a van for their Page high school. She also went over the anticipated trends and challenges. She spoke about the school program they have in jail and the challenges with that. Lastly, Superintendent Vanderway spoke about their work plan for FY20.
Supervisors Archuleta expressed her support for the programs for those with disabilities. Superintendent Vanderway answered questions from the Supervisors about last year’s SRS funds. Supervisor Archuleta asked that an email be sent to them with a summary of information on how the funding is being used so that they can help advocate for it. Risha answered additional questions from the Supervisors. The Supervisors thanked Superintendent Vanderway for her work.

Chairman Babbott went back to roundtable Item #10 again for discussion. See Item #10 for a summary of the discussion.

8. Juvenile: 3:15 – 4:00 p.m.

County Manager Jayne Introduced Juvenile Court Coordinator Brian Matsuda and spoke about the funds the Board approved last year for cameras, remediation and beds. He also stated that staff recommends providing $80,000 for halo beds for FY20 and $8,000 into facilitation of juvenile.

Director Matsuda introduced Juvenile Judge Kirchner and additional staff present. He went over the Department’s goals. They are looking at how to empower parents and they measure that by asking parents to report whether the program has helped the child and did their relationship improve. The results are going in the right direction. Director Matsuda went over the SIRs. He stated there are more firearm carrying, drug using, gang members kids than they have had before, as well as those with more mental health issues.

Judge Reed entered at 3:26 p.m.

Director Matsuda talked about school shooting threats that they dealt with. He went over the SIRs for FY20. One of these requests is for family empowerment to assist in family facilitation and therapy, education and support. Director Matsuda answered questions asked by the Supervisors.

Judge Reed provided comments regarding the juvenile court team and spoke about the SIRs and the positive effect it would have. Judge Kirchner also spoke to the Supervisors.

Chairman Babbott and the Supervisors asked Director Matsuda questions and provided feedback. Judge Reed stated that there has been a shift in resources because there are fewer standard probationers and there are higher risk kids that are juvenile intense probation. Intense skill development is targeted to those at higher risk. The Supervisors thanked the Judges and Director Matsuda and his staff for their work.

9. Reserved for Discussion: 4:00 – 5:00 p.m.

The Board did not hold discussion.

10. 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:
  o District 4- Supervisor Jim Parks
  o District 2- Supervisor Elizabeth Archuleta
  o District 3- Supervisor Matt Ryan
  o District 5- Supervisor Lena Fowler
  o 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

At 11:57 a.m. Chairman Babbott decided to discuss this item immediately following Item #4 on the agenda. He talked about a letter that Supervisor Parks drafted. Supervisor Parks spoke about the grant opportunity and he stated he wrote a letter and it is for the delivery of firewood to Moenkopi by truck. Chairman Babbott stated that they will send out the final revised draft after revisions are made. Chairman Babbott stated they will bring the merit selection subject back to talk about in roundtable as well.

Immediately after the Board discussed Item #7 on the agenda the Chairman decided to go back to Item #10 to continue this discussion before the began to discuss Item #8 on the agenda.

Chairman Babbott stated it would be good to see what the committee roles are regarding merit selection. Special Initiatives Director Kim Musselman provided the Supervisors information on the process of the applications and the number of members on the committee. Director Musselman answered questions from the Supervisors regarding this.

Supervisor Ryan asked if the Supervisors are ok with him using more funds out of the travel budget for his work as the legislative policy committee representative. The Supervisors stated they are ok with that. Director Eric Peterson provided information about legislative bills and a status update on those bills.

After the roundtable discussion Chairman Babbott went back to Item #8 on the agenda for discussion at 3:10 p.m.

Chairman Babbott adjourned the meeting at 4:18 p.m.
COCONINO COUNTY BOARD OF SUPERVISORS,
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF
DIRECTORS, COCONINO COUNTY FLOOD CONTROL DISTRICT BOARD OF
DIRECTORS, KACHINA VILLAGE IMPROVEMENT DISTRICT BOARD OF
DIRECTORS

BUDGET WORK SESSIONS MINUTES– Week 2

May 7, 2019

8:30 a.m.
First-Floor Meeting Room
219 E. Cherry, Flagstaff, Arizona

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan and
Supervisor Jim Parks.

Absent/Excused: Supervisor Elizabeth C. Archuleta.

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy
County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special
Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs
Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons,
Facilities Director Sue Brown, Human Resources Director Erika Philpot, and Clerk of the Board
of Supervisors Lindsay Daley.

Chairman Babbott called the meeting to order at 9:06 a.m.

1. Reserved for Discussion: 8:30 – 9:00 a.m.

The Board did not hold discussions.

2. Constables: 9:00 – 9:30 a.m.

County Manager Jayne introduced Constables Darren Womble and Rick Remender and briefly
highlighted Constables’ proposed FY20 budgets.
Constable Rick Remender spoke about the service improvement requests and the need for equipment.

Constable Womble spoke about trainings that are established around the state to continue post certification requirements. He stated he serves an average of one order of protection or injunction against harassment per day.

Individual Board members thanked the Constables for their work in the community.

3. Assessor: 9:30 – 10:00 a.m.

County Manager Jayne introduced the item.

Assessor Armando Ruiz and Chief Deputy Assessor Michael Combrink were present to speak on behalf of the Assessor’s Office proposed FY20 budget. Assessor Ruiz highlighted the departments successes in FY19 and reviewed upcoming projects.

Chairman Babbott called for a break at 9:37 a.m. and reconvened open session at 9:50 a.m. Supervisor Ryan was not present.

4. KVID: 10:00 – 10:30 a.m.

Deputy Public Works Director Mike Lopker introduced the item.

Kachina Village Improvement District Manager Sam Mossman provided an overview of achievements, successes and hurdles from FY19. He answered questions asked by individual Board members related to the wetlands.

Supervisor Ryan arrived at 9:53 a.m.

Supervisor Elizabeth Archuleta arrived at 10:03 a.m.

Chairman Babbott called for a break at 10:33 a.m. to allow time for the Board to open the Special Session meeting at 10:30 a.m. (See separate set of minutes for the Special Session).

Chairman Babbott reconvened open session at 1:05 p.m.

5. Emergency Management: 1:00 – 1:30 p.m.

County Manager Jayne introduced Emergency Management Director Todd Whitney and briefly highlighted the service improvement requests.

Supervisor Ryan stepped out at 1:10 p.m. and returned at 1:12 p.m.

Emergency Management Director Whitney introduced staff that was present and spoke about the four different efforts under Emergency Management: preparedness, mitigation, response and
recovery. He provided an overview of the accomplishments made in each effort and explained the service improvement requests.

Director Whitney answered questions asked by individual Board members regarding the request.

Deputy County Manager Andreani also provided information to answer questions from the Supervisors.

The Supervisors expressed their appreciation of Emergency Management staff.

6. Public Works: 1:30 – 2:45 p.m.

County Manager Jayne introduced Deputy County Manager/Public Works Director Lucinda Andreani and spoke about the staff’s recommendation to support the service improvement requests.

Deputy County Manager Andreani introduced Public Works staff that was present. She explained the service improvement request for $200,000 for retention efforts.

Supervisor Ryan stepped out at 1:35 p.m. and returned at 1:45 p.m.

Deputy Public Works Director Mike Lopker went over the accomplishments of the Public Works Department in FY19. He provided an overview of the Lake Mary Road reconstruction project, Spring Valley Wash drainage project, a road project completed with partial funds from Navajo Department of Transportation and implementation of the Lucity software system.

Public Works Program Manager Allie Stender went over the investment in team members in succession planning. Staff has focused on the retention and recruitment program for the mechanics and the program for operators. They have also been focusing on leadership development.

Public Works Administrative Manager Jeremy Floyd spoke about the service improvement requests that were submitted. He and Deputy Manager Andreani answered questions asked by individual Board members.

Supervisor Archuleta stepped out at 1:47 p.m. and returned at 1:58 p.m.

Road Maintenance Superintendent Carl Fuller spoke about the effort to build skills and advance the careers of the road maintenance operator positions. He described the various positions within his division and answered questions asked by individual Board members.

Deputy Manager Andreani spoke about the veterans in the Public Works Department.

Engineer Christopher Tressler spoke about Capital Improvement Projects and the Pavement Preservation Plan.
Fleet Services Manager Byron Browning spoke about the equipment replacement program in the Public Works Department.

Deputy County Manager Andreani answered questions asked by individual Board members.

Project Manager Jeff Stein spoke about the repair and replacement plan for the Public Works Department.

Mr. Stein and Deputy County Manager Andreani answered questions asked by individual Board members related to the repair and replacement plan.

Program Manager Allie Stender spoke about the priority of organizational renewal within the Public Works Department and increasing the inter-cultural competence. She also spoke about their work on internal safety within the department.

Deputy Director Mike Lopker spoke about their effort to reduce the solid waste footprint. He spoke about the various transfer stations and clean-ups. He answered questions asked by individual Board members.

The Board provided feedback on the presentation and expressed their desire to discuss clean-ups further at the budget meeting tomorrow.

County Manager Jayne also answered questions and provided comments.

Mr. Browning spoke about the Mechanical Services Division and reviewed administrative fees and costs.

Supervisor Ryan spoke about the fuel cost increase. Mr. Browning answered questions asked by individual Board members.

The Board thanked Deputy County Manager Lucinda Andreani and Public Work’s staff.

Chairman Babbott called for a break at approximately 3:00 p.m. and reconvened at 3:14 p.m.

**Motion:** Resolve as the Flood Control District Board of Directors, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

7. Flood Control District: 3:00 – 5:00 p.m.

County Manager Jayne introduced the item.

Deputy County Manager/Flood Control Administrator Lucinda Andreani spoke about the process utilized in the re-districting of the Flood Control District this past year.

Chairman Babbott requested members in the audience to introduce themselves.
Flood Control Administrator Andreani reviewed handouts prepared to provide an overview of the proposed FY20 budget for the District.

Director of Forest Restoration Jay Smith reviewed service improvement requests for fire restoration projects. He answered questions related to LiDAR analysis and air curtains.

Supervisor Ryan felt the Board should move to a slower process by budgeting for forest restoration for one year to see how it goes and work with other entities in the meantime.

Individual Board members provided feedback on staff recommendations for FY20 budget funding of the Flood Control District.

8. 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:
      o District 4- Supervisor Jim Parks
      o District 2- Supervisor Elizabeth Archuleta
      o District 3- Supervisor Matt Ryan
      o District 5- Supervisor Lena Fowler
      o 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

As there was no further discussion, Chair Babbott adjourned the meeting at 4:43 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

_____________________________________________
Art Babbott, Chair

(SEAL)

ATTEST:

_____________________________________________
Lindsay Daley, Clerk of the Board

May 7, 2019 – Budget Work Session Minutes

Approved May 21, 2019
OFFICE OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND THE
BOARDS OF DIRECTORS OF THE
COCONINO COUNTY FLOOD CONTROL DISTRICT AND
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT

SPECIAL SESSION AND EXECUTIVE SESSION MINUTES

May 7, 2019

10:00 a.m. - Regular Session was CANCELLED

10:30 a.m. – Executive Session
Special Session immediately following

219 E. Cherry Ave., Flagstaff, AZ
Executive Session was held in the Second-Floor Conference Room
Special Session was held in the First Floor Board Room

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan, Supervisor Elizabeth C. Archuleta and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Marie Peoples, Deputy County Attorney Rose Winkeler, Deputy County Attorney Brian Furuya, Public Affair’s Director Eric Peterson, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

Chairman Babbott called the meeting to order at 10:33 a.m.

Upon inquiry from Chairman Babbott, Deputy County Brian Furuya recommended the Board enter executive session.
Motion: Enter executive session, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Lena Fowler. The motion passed unanimously.

Executive Session:

1. Consideration, discussion and direction to counsel regarding litigation options in Aspen Shadows Ltd. v. County (TX2018-000734); Cedar Crest/Flagstaff LP v. County (TX2017-000562 & TX2018-000733); and Oakwood Village II/Flagstaff LP v. County (TX2018-001172)--tax valuation appeals. The Board may enter executive session pursuant to A.R.S. § 38-431.03(3) and/or (4), in order to receive legal advice, and/or consider its position and instruct its attorneys regarding this position as concerns these pending litigations, in order to resolve them. County Attorney

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan, Supervisor Elizabeth C. Archuleta and Supervisor Jim Parks.

Also Present: County Manager James Jayne, Deputy County Manager Marie Peoples, Deputy County Attorney Rose Winkeler, Deputy County Attorney Brian Furuya, Public Affair’s Director Eric Peterson, Clerk of the Board of Supervisors Lindsay Daley and Deputy Clerk of the Board Valerie Webber.

The Board entered executive session at 10:37 a.m. in the first-floor board room.

Chairman Babbott adjourned executive session at 11:04 a.m.

Chairman Babbott reconvened open session at 11:10 a.m. and led the pledge of allegiance.

Call to the Public:

There were no comments from the public for items not on the agenda.

Proclamation:

2. Consideration and possible action regarding approval of a Proclamation declaring May 2019 as Mental Health Month in Coconino County. County Manager

Public Affairs Director Eric Peterson introduced the proclamation.

Executive Director of Campus Health Services at Northern Arizona University, Julie Ryan, spoke about coordinated care that is provided to students at the university and read the proclamation into the record.
Individual Board members expressed their appreciation of various partners that were present for the work they do in the community addressing mental illness.

**Motion:** Approve a Proclamation declaring May 2019 as Mental Health Month in Coconino County. **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

The Board and community partners that were present posed for a photo opportunity.

**Board of Supervisors Consent Agenda:**

**Motion:** Approve Board of Supervisors Consent Agenda with items 12, 15 and 19 separated, **Action:** approve, **Moved by:** Supervisor Matt Ryan, **Seconded by:** Supervisor Lena Fowler. The motion passed unanimously.

3. Consideration and possible action regarding approval of the minutes from the Board of Supervisors’ meetings conducted April 9, 2019 and April 16, 2019. Board of Supervisors

4. Consideration and possible action regarding Ratify and/or approve 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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<tr>
<th>Run Date</th>
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5. Consideration and possible action to appoint Harriet Young to the Flagstaff Library Board with the term ending October 31, 2020 and David Browning to the Flagstaff Library Board with the term ending October 31, 2021. **Board of Supervisors**

6. Consideration and possible action regarding a Community Grant funding request from District 2 in the amount of $500.00; District 3 in the amount of $100.00, District 4 in the amount of $200 and District 1 in the amount of $500.00, for a total of $1,300.00, to Coconino High School to assist with the costs incurred to host the Hispanic Student Convocations and Awards Ceremony and the presentation of Stoles to each graduating student. **Board of Supervisors**

7. Consideration and possible action regarding approval of community grant funding request from District 2 in the amount of $500.00 and District 3 in the amount of $100.00 and District 1 in the amount of $500.00, for a total amount of $1,100.00, to Flagstaff High School to assist with the cost incurred to host the Hispanic
Student Convocations and Awards Ceremony and the presentation of Stoles to each Hispanic graduating student. **Board of Supervisors**

8. Consideration and possible action regarding a Community Initiative Grant request from District 1 in the amount of $5,000.00 from Kaibab Estates West Volunteer Fire Department, for replacement of outdated first responder communication radios. **Board of Supervisors**

9. Consideration and possible action regarding a Community Grant application in the amount of $500.00 from District 1, $500.00 from District 2 and $100 from District 3, for a total amount of $1,100, from Community Grant Funds to Flagstaff Dark Skies Coalition for the Flagstaff Star Party. **Board of Supervisors**

10. Consideration and possible action regarding approval of community grant funding request form District 2 in the amount of $150.00, District 3 in the amount of $500.00, District 4 in the amount of $500.00 and District 1 in the amount of $500.00, for a total of $1,650.00, to assist with the costs associated with providing free and safe venue for all high school graduates in the Flagstaff Area to enjoy graduation night with their fellow graduates from 7 high schools. **Board of Supervisors**

11. Consideration and possible action regarding approval and authorization for the Arizona Attorney General's Office to file a notice of appeal on behalf of Coconino County with regard to the trial court's adverse judgment and decisions in Transwestern Pipeline Co., LLC v. ADOR et al. (TX2016-000931 consolidated), which are centrally valued property tax valuation appeals. **County Attorney**

12. **Separated:** Consideration and possible action regarding the approval and authorization of stipulated judgment and/or offers of judgment in those certain tax valuation appeals pending before the Arizona Tax Court known as Aspen Shadows Ltd. v. Coconino County (TX2018-000734); Cedar Crest/Flagstaff LP v. Coconino County (TX2017-000562 & TX2018-000733); and Oakwood Village II/Flagstaff LP v. Coconino County (TX2018-001172), in form as attached, and on those grounds and for those reasons as specified in executive session. **County Attorney**

**Motion:** Move the consideration and possible action regarding the approval and authorization of stipulated judgment and/or offers of judgment in those certain tax valuation appeals pending before the Arizona Tax Court known as Aspen Shadows Ltd. v. Coconino County (TX2018-000734); Cedar Crest/Flagstaff LP v. Coconino County (TX2017-000562 & TX2018-000733); and Oakwood Village II/Flagstaff LP v. Coconino County (TX2018-001172), in form as attached, and on those grounds and for those reasons as specified in executive session, additionally I move to authorize County Attorney to present the Stipulated Judgement in case TX 2017-000562 in form as an Offer of Judgment consistent with other Offers of Judgment approved here, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.
13. Consideration and possible action regarding approval of a Lease Addendum by and between Ideal Flagstaff, LLC (“Landlord”) and Coconino County (“Tenant”) for the building occupied by the Information Technology Department, located at 202 E. Birch, Flagstaff, AZ 86001 starting on July 1, 2019 through June 30, 2022 for an initial annual amount of $42,000. **Facilities**

14. Approval of a Budget Adjustment authorizing spending up to $24,000 for the relocation of the Grand Jury room from 110 E Cherry to the Courthouse, from revenues received from the Site License Agreement between Coconino County and Sprint Spectrum Realty Company, LLC. **Facilities**

15. Approval of a Real Estate Lease between the UEP Trust, a Utah Charitable Trust “Landlord” and Coconino County (“Tenant”), a subdivision of the State of Arizona, for office space located at 1065 N. Hildale St., Hildale, UT 84784, for use by Coconino County Public Health Services District to provide WIC services to the Colorado City, AZ community from April 1, 2019 through September 30, 2019. **Facilities**

Vice Chairwoman Fowler invited Business Manager Michelle Axlund from the Health Department and Facilities Director Sue Brown to explain the project.

Facilities Director Sue Brown said the lease was a pass through that will be paid by the County, with the County to be re-paid. Just to note, the start date is May 1st instead of April 1, 2019.

Business Manager Michelle Axlund noted the office space was the only acceptable building with the most acceptable lease amount in the area to provide the services.

**Motion:** Approve the Real Estate Lease between the UEP Trust, a Utah Charitable Trust “Landlord” and Coconino County (“Tenant”), a subdivision of the State of Arizona, for office space located at 1065 N. Hildale St., Hildale, UT 84784, for use by Coconino County Public Health Services District to provide WIC services to the Colorado City, AZ community from May 1, 2019 through September 30, 2019. **Action:** approve, **Moved by:** Supervisor Lena Fowler, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

16. Consideration and possible action regarding approval of the first renewal of an Agreement with Loven Contracting Inc for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. **Finance**

17. Consideration and possible action regarding approval of the First Amendment to the contract with CORE Construction Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. **Finance**

18. Consideration and possible action regarding a budget adjustment and general fund transfer in the amount of $54,655, into the Public Health Services District for the remainder of the fiscal year 2019 contract for animal sheltering services. **Finance**
19. Separated: Consideration and possible action regarding approval of the First Amendment to the contract with Building & Engineering Contractors (BEC) Southwest Inc for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Finance

Purchasing Manager Scott Richardson noted there was a request from Risk Management to change wording in the additional insured section of the contract. The updated contract in front of the Board is the one that needs approved.

Motion: Move item #19 but note the change in the contract, under number 2, to have the added language as noted, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

20. Consideration and possible action regarding approval of an extension of the Coconino Natural Resource Conservation District Agreement to October 2019. Parks and Recreation

21. Consideration and possible action regarding approval of the First Amendment to the contract with Tiffany Construction Company, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

22. Consideration and possible action regarding approval of the First Amendment to the contract with Fann Contracting, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

23. Consideration and possible action regarding approving the First Amendment to the contract with L.P.’s Excavating, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

24. Consideration and possible action regarding approval of the First Amendment to the contract with Rummel Construction, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

25. Consideration and possible action regarding approving the First Amendment of contract with McCauley Construction, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

26. Consideration and possible action regarding approving the First Amendment of the contract with J. Banicki Construction, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

27. Consideration and possible action regarding approval of a First Amendment to the contract with Schuck Development Corporation for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works
28. Consideration and possible action regarding approval of the First Amendment to the contract with Kinney Construction Services, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

29. Consideration and possible action regarding approval of the First Amendment to the contract with C and E Paving & Grading, LLC., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00. Public Works

30. Consideration and possible acting regarding a Memorandum of Understanding (MOU) with the Commander, Navy Region Southwest (CNRSW) at Naval Observatory, Flagstaff (NOFS), to delineate a protocol with the Coconino County Sheriff’s Office regarding response to criminal and/or terrorist/extremist incidents at NOFS. Sheriff

Motion: Resolve as the Flood Control District Board of Directors, Action: approve, Moved by: Supervisor Lena Fowler, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

Flood Control Consent Agenda:

Motion: Approve Flood Control Consent Agenda Items #31 through #39, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Jim Parks. The motion passed unanimously.

31. Consideration and possible action regarding approval of the First Amendment to the contract with C and E Paving & Grading, LLC., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00. Flood Control

32. Consideration and possible action regarding Approving the First Agreement of contract with J. Banicki Construction, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00. Flood Control

33. Consideration and possible action regarding approval of the First Amendment to the contract with Fann Contracting, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00. Flood Control

34. Consideration and possible action regarding approval of the First Agreement of the contract with Kinney Construction Services, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00. Flood Control
35. Consideration and possible action regarding approval of the First Agreement to the contract with McCauley Construction, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

Flood Control

36. Consideration and possible action regarding approval of the First Amendment to the contract with L.P.’s Excavating, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

Flood Control

37. Consideration and possible action regarding approval of the First Amendment to the contract with Rummel Construction, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

Flood Control

38. Consideration and possible action regarding approval of the First Amendment to the contract with Tiffany Construction Company, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

Flood Control

39. Consideration and possible action regarding approval of an increase and the corresponding budget amendment in the Flood Control District expenditure budget in the amount of $500,000 to accommodate emergency North Schultz Flood repair; with funding to come from the Flood Control District’s fund balance.

Flood Control

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Director Jim Parks, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

Motion: Resolve as the Health District Board of Directors, Action: approve, Moved by: Supervisor Jim Parks, Seconded by: Supervisor Lena Fowler. The motion passed unanimously.

Health District Consent Agenda:

40. Consideration and possible action regarding Intergovernmental Agreement Contract No. CTR043115, Amendment No. 1, between the Arizona Department of Health Services (ADHS) and the Coconino County Public Health Services District (CCPHSD), for the period of July 1, 2017 to June 30, 2022 in the amount of $26,000 to provide Zika Educational Campaign activities for Coconino County through the Emergency Preparedness Program.

Health District

Deputy County Attorney Winkeler noted the contract was already approved and funded, this is a change to the contract number and that is all.
Motion: Approve Health District Consent Agenda Item #40, Action: approve, Moved by: Director Matt Ryan, Seconded by: Director Elizabeth Archuleta. The motion passed unanimously.

Motion: Resolve as the Board of Supervisors, Action: approve, Moved by: Supervisor Lena Fowler, Seconded by: Supervisor Elizabeth Archuleta. The motion passed unanimously.

Action Items:

41. Consideration and possible action regarding approval of Resolution 2019-11, authorizing the purchase of the 80-acre parcel known as the Miller Property (Parcel 11605021F) adjacent to Rogers Lake County Natural Area in the amount of $1,500,000, which will be reimbursed from revenues received through the sale of conservation easements. Parks and Recreation

Parks and Recreation Director Cynthia Nemeth noted this allows the purchase of 80 acres adjacent to Rogers Lake. She spoke about the purchase and added that the selling of easements will pay for most of this purchase.

Supervisor Ryan spoke about the amount of time and work put into this project. He expressed his appreciation of the Miller family for their participation, as they were strong advocates for Rogers Lake area during the Regional Planning process.

Chairman Babbott thanked Director Nemeth for her work on this project along with all the partners involved.

Motion: Move to approve Resolution 2019-11, authorizing the purchase of the 80-acre parcel known as the Miller Property (Parcel 11605021F) adjacent to Rogers Lake County Natural Area in the amount of $1,500,000, which will be reimbursed from revenues received through the sale of conservation easements, Action: approve, Moved by: Supervisor Matt Ryan, Seconded by: Supervisor Jim Parks. The motion passed unanimously.

42. Consideration and possible action regarding approval of Resolution 2019-02, accepting roadway improvements for Johnson Ranch Phase 1 into the County's road maintenance inventory. Community Development

Community Development Director Jay Christelman noted County Engineer Chris Tressler and Drainage Engineer John Carr performed the walkthrough to verify that all the requirements for improvements were met and approved.

Chairman Babbott asked how many total miles are in the subdivision.

Engineer Tressler noted this represents a small section, about 6/10ths, of the total subdivision.
Director Christelman noted total build-out was about a mile and a half. Upon inquiry from Chairman Babbott, Public Works Director/Deputy County Manager Lucinda Andreani spoke about the approximate cost to chip-seal roads.

Engineer Tressler said the new road section was accepted with new standards, this is the old standards. We are keeping trac of inventory management.

Vice-Chair Lena Fowler asked about the process to accept roads. Do all developments build roads to our standards and then the County has to adopt maintenance?

Engineer Tressler affirmed the developer has met minimum standards and then we wait a year as a warranty period. He affirmed it is required to accept the roads in a subdivision if they meet the standards.

Supervisor Archuleta noted that in the beginning, the subdivision hired a third-party engineer to review County standards.

Upon inquiry from Chairman Babbott, Director Christelman said the County does not approve the content of CC&R’s but acknowledges they were provided.

**Motion:** Move to approve Resolution 2019-02, accepting roadway improvements for Johnson Ranch Phase 1 into the County’s road maintenance inventory, **Action:** approve, **Moved by:** Supervisor Elizabeth Archuleta, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.

43. Consideration and possible action regarding an approval and signature on Amendment 9 to Intergovernmental Agreement (IGA) DI16-002119 002201 between Coconino County and the Arizona Department of Economic Security (DES), and approve the corresponding budget amendment to provide Rapid Response and Re-employment services to the citizens impacted by the impending closure of the Navajo Generating Station in Page. **Career Center**

Career Center Director Carol Curtis spoke about the impacts of massive loss of employments in a community. She added that the funding will staff a facility at SRP with resources to work with people facing lay-offs and their families.

Vice Chairwoman Fowler stated this team is made up of various partners, agencies and businesses who meet regularly to address impacted citizens.

**Motion:** Approve agenda item 43, **Action:** approve, **Moved by:** Supervisor Lena Fowler, **Seconded by:** Supervisor Jim Parks. The motion passed unanimously.
44. Consideration and possible action regarding approval of a Cooperative Agreement No. A19AC00022, between the U.S. Department of the Interior, Bureau of Indian Affairs, Navajo Region (BIA) for Coconino County, for roadway maintenance to be completed on the school bus routes on the Navajo Nation, for the base year effective April 3, 2019 through September 30th, 2019, as well as in Optional years 1 thru 4 dated, October 1, 2019 through September 30, 2023, obligating funding from BIA in the amount of $167,420. **Public Works**

Road Maintenance Manager Carl Fuller explained that the County maintains 281 miles of roads on the Navajo Nation for school bus routes, the primary work is grading. This agreement obligates back to the County $167,000. It will approve through September of 2023. The only change this year was the extension of two roads in Kaibeto.

Vice Chairwoman Fowler thanked the Board for always supporting this project.

**Motion:** Move to approve a Cooperative Agreement No. A19AC00022, between the U.S. Department of the Interior, Bureau of Indian Affairs, Navajo Region (BIA) for Coconino County, for roadway maintenance to be completed on the school bus routes on the Navajo Nation, for the base year effective April 3, 2019 through September 30th, 2019, as well as in Optional years 1 thru 4 dated, October 1, 2019 through September 30, 2023, obligating funding from BIA in the amount of $167,420, **Action:** approve, **Moved by:** Supervisor Jim Parks, **Seconded by:** Supervisor Lena Fowler. The motion passed unanimously.

45. Consideration and possible action regarding approval of the Joint Funding Agreement # 140G0118R0037/G18AS00078 for 2019 LiDAR, in the amount of approximately $38,850.00, for forest restoration and watershed analysis. **Public Works**

Forest Restoration Director Jay Smith noted the grant is a partnership with the Forest Service, United States Geological Survey (U.S.G.S.) and National Resources Defense Council (NRDC). Staff chose 240 square miles to be studied on watersheds to see where forest restoration needs to be focused. With the grant, we will be saving about $16,000 in LiDAR analysis.

**Motion:** Approve the Joint Funding Agreement # 140G0118R0037/G18AS00078 for 2019 LiDAR, in the amount of approximately $38,850.00, for forest restoration and watershed analysis, **Action:** approve, **Moved by:** Supervisor Jim Parks, **Seconded by:** Supervisor Matt Ryan. The motion passed unanimously.

There being no further discussion, Chairman Babbott adjourned the meeting at 12:29 p.m.

COCONINO COUNTY BOARD OF SUPERVISORS

Art Babbott, Chair

May 7, 2019 – Special and Executive Session Minutes Page 11 of 12 Approved May 21, 2019
(SEAL) ATTEST:

______________________________
Lindsay Daley, Clerk of the Board of Supervisors
COCONINO COUNTY BOARD OF SUPERVISORS,
COCONINO COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS, COCONINO COUNTY FLOOD CONTROL DISTRICT BOARD OF DIRECTORS, KACHINA VILLAGE IMPROVEMENT DISTRICT BOARD OF DIRECTORS

BUDGET WORK SESSION MINUTES

Week 2

May 8, 2019

8:00 a.m.

First-Floor Meeting Room
219 E. Cherry, Flagstaff, Arizona

Present: Chairman Art Babbott, Vice Chairwoman Lena Fowler, Supervisor Matt Ryan, Supervisor Jim Parks, and Supervisor Archuleta

Absent/Excused: none

Also Present: County Manager James Jayne, Deputy County Manager Mike Townsend, Deputy County Manager Lucinda Andreani, Deputy County Manager Marie Peoples, Director of Special Initiatives Kim Musselman, Assistant Finance Director Megan Cunningham, Public Affairs Director Eric Peterson, Budget Analyst John Comer, Finance Business Manager Megan Coons, Facilities Director Sue Brown, Human Resources Director Erika Philpot, and Clerk of the Board of Supervisors Lindsay Daley.

Chairman Babbott called the meeting to order at 8:07 a.m.

1. Reserved for Discussion/Wrap-Up: 8:00 – 11:00 a.m.

County Manager Jayne thanked staff for the discussions over the last week and budget team for the work.

Item A: Available Funding
Deputy County Manager Townsend explained the available funding balance and stated that the unallocated dollars are available, however, they have been set aside for FY21/22 for recession options.

Supervisor Parks asked why either the unallocated funds or the funds for the LiDAR couldn’t be put towards the Flood Control District to avoid raising the tax rate. Deputy County Manager Townsend explained that there wouldn’t be a lot of recession flexibility if that’s done.

Supervisor Parks stated the LiDAR project wasn’t expected to start for three years.

Forest Restoration Director, Jay Smith explained that the LiDAR was already paid for and the study, if funding is approved, would commence in the fall and be ready to implement by 2021.

Supervisor Parks inquired about Oak Creek and Munds Park. Director Smith stated that those areas are not priority, the study is to pinpoint the needs of Mormon Mountain.

Supervisor Parks stated that the use of the unallocated funds towards the study would make the project possible without raising taxes, as the citizens were told the tax rate would remain flat.

Deputy County Manager Lucinda Andreani disagreed stating last year the decision was made to hold the tax rate flat; however, there is an opportunity to raise the rate in this transition year. Regarding General Fund, typically, outside of an emergency, General Fund dollars do not fund districts. General Fund dollars were loaned during the Shultz Flood, but they were paid back. Transfers of money from General Fund to districts should be cleared with the County Attorney.

Supervisor Parks asked how the base tax dollars are being spent on Flood Control? Is there a use that can make the base more sustainable? Deputy County Manager Andreani explained how the money is being spent. She noted that there are items that have been identified during the initial engineering review and that there have been discussions with the City for over two years now. If rate increase is approved, it will create capacity for forest restoration. In FY23, there will be dollars freed up and available to continue investing in forest restoration.

Supervisor Parks asked what if the tax rate is held level? Deputy County Manager Andreani stated there won’t be enough to invest.

Chairman Babbott intervened stating there has been an attempt to have a balanced approach; each decision made will have budgetary implications. Supervisor Parks reiterated his desire to find a solution raising the tax rate this year.

Supervisor Ryan stated county government is complex, but the board looks at everything and works its way through the process. Money is put aside to weather the recession, to meet County needs. In terms of Flood Control, we just went through a huge reduction and the County is focused on forestry. Forest restoration costs, there’s a tax associated with it.

Supervisor Archuletta noted that, based on a $300K home, the tax increase is only $1.18/month more than what is being paid now. Deputy County Manager Andreani concurred, it’s about a $14 increase per year.
Supervisor Parks asked the board to consider other options to avoid raising the tax. Chairman Babbott stated that although the board agreed yesterday, it doesn’t mean they can’t change their minds and take another look.

Supervisor Parks clarified he is still at the same place he was yesterday, but in looking at it, there is another way to solve the problem.

Supervisor Ryan stated that when the Board makes these changes, we take away from something else.

**Item B: Employee Compensation**

Deputy County Manager Townsend reviewed employee compensation and various scenarios and answered questions from various board members.

**Direction:** To have the capacity to give the $337 raise in FY2021 one-time.

**Item C: General Fund - Juvenile’s Family Empowerment Pilot and Initial purchase of Page Vehicle; and, Explore Option to Decrease General Fund funding for Halo Bends in exchange for Full funding of Mediation SIRs**

Deputy County Manager Townsend stated Juvenile is looking for capacity, they are not adding funds.

Supervisor Archuleta asked if the department had access to and capacity in their special funds rather than using General Fund? Chairman Babbott stated it could be brought back in a work session for discussion.

Supervisor Fowler stated there are restriction on funds; therefore, the board should approve what is needed through the General Fund to ensure there is transportation available to the parents and family. Assistant Finance Director, Megan Cunningham, stated that juvenile has agreed to use special funds to purchase the vehicle. Manager Deputy County Manager Townsend stated that there is a Risk Management concern regarding transporting family members. Supervisor Archuleta stated that if the department doesn’t have capacity, consider the General Fund to cover the costs.

Supervisor Ryan expressed he didn’t feel the discussion needed to be a work session, but rather a discussion with the department.

County Manager Jayne clarified the consensus regarding use of the special revenue funds. He stated he will confirm with Risk Management whether families will be allowed to be transported. Supervisor Archuleta suggested looking at a nonprofit and keeping an open-minded approach if transportation is not allowed.

Chairman Babbott stated that he would benefit from better information about the use of special funds. County Manager Jayne stated they will work on it and find a constructive solution.

**Item D: Remove $25K Fredonia Pool Carryover possible transfer to fund Board Advocacy Travel**

May 8, 2019 – Budget Work Session Minutes    Page 3 of 5    Approved May 21, 2019
Deputy County Manager Townsend reviewed the information; he and Director Peterson answered questions from various board members.

**Item E: County Partner SIRs**

Deputy County Manager Townsend discussed service improvement requests from individual county partners and provided historical funding information.

The Board discussed funding in rural areas versus Flagstaff based program areas which resulted in a consensus to bring the discussion back to a future work session.

**Item F: Strategic Investment Plan**

Deputy County Manager Townsend reviewed the Strategic Investment Plan; he and Deputy Director Andreani answered questions from various Board members.

**Item G: Dark Sky Compliance Officer**

Deputy County Manager Townsend reviewed Item G, breaking down the contributions and answering questions from various Board members.

**Item H: Possible one-time SIR increase instead of recurring funding for Diversity Councils**

Deputy County Manager Townsend reviewed the information and answered questions from various Board members. Discussion was held.

**Item I: FY20 Secure Rural Schools allocation**

Deputy County Manager Townsend reviewed the information and answered questions from the Board.

**Item J: Potential uses of $1M tax appeal set-aside if the funds are not needed**

Deputy County Manager Townsend reviewed the information and answered questions from various Board members. County Manager Jayne explained it would be fiscally responsible to set aside dollars for financial liability.

**Item K: Possible creation of Economic Development Alliance (District 5 Request)**

Director Peterson explained proposal of the economic development alliance being a result of the impending NGS closure. As Board discussion ensued, staff answered questions from various Board members.

**Item L: One-Time/Recurring budget increase for community cleanups**

Deputy County Manager Townsend reviewed the information and staff answered questions from the Board and explained historic costs which resulted in a consensus to add $20,000 in one-time funding.
Item M: Other Topics

Deputy County Manager Townsend asked the board if there were any other topics that needed to be revisited. The board began conversations on the following:

- Public Defenders request for a new full-time legal assistant
- Recurring Dollars to Superior Court
- Increase homicide cases – consider a pool of shared staff for complex cases.
- Urban Forestry
- Land Management
- Joint Land Use Study
- Public Safety Buy Down
- Air Curtain Burner

Chairman Babbott stated the item will be moved to Tuesday to accommodate further conversation.

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

Roundtable discussion was not held.

There being no further discussion, Chairman Babbott adjourned the meeting at 11:03 a.m.

COCONINO COUNTY BOARD OF SUPERVISORS

_____________________________________________
Art Babbott, Chair

(SEAL)

ATTEST:

___________________________________________
Lindsay Daley, Clerk of the Board
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding Ratify and/or approve 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 - APRIL 11, 2019 - WARRANT LISTING
3 - APRIL 12, 2019 - WARRANT LISTING
4 - APRIL 18, 2019 - WARRANT LISTING
5 - APRIL 25, 2019 - WARRANT LISTING
6 - MAY 2, 2019 - WARRANT LISTING
Warrant listing for 4/11/19 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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Warrant listing for 4/12/19 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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Warrant listing for 4/18/19 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
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Warrant listing for 4/25/19 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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Warrant listing for 5/2/19 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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<td>3,210.17</td>
</tr>
<tr>
<td>91907946</td>
<td>2400 - RWC GROUP</td>
<td>1,796.49</td>
</tr>
<tr>
<td>91907947</td>
<td>5172 - SANOFI PASTEUR INC</td>
<td>1,819.72</td>
</tr>
<tr>
<td>91907948</td>
<td>4461 - SHAMROCK FOODS</td>
<td>10,769.84</td>
</tr>
<tr>
<td>91907952</td>
<td>5099 - STATE OF ARIZONA</td>
<td>59,920.00</td>
</tr>
<tr>
<td>91907956</td>
<td>5099 - STATE OF ARIZONA</td>
<td>1,319.98</td>
</tr>
<tr>
<td>91907959</td>
<td>2040 - SYMBOLARTS</td>
<td>2,865.00</td>
</tr>
<tr>
<td>91907960</td>
<td>5895 - THE MEADOWS OF NORTHERN ARIZONA</td>
<td>1,225.00</td>
</tr>
<tr>
<td>91907961</td>
<td>1690 - THOMSON REUTERS-WEST PAYMENT CENTER</td>
<td>2,280.22</td>
</tr>
<tr>
<td>91907967</td>
<td>1755 - UNS GAS INC</td>
<td>6,910.89</td>
</tr>
<tr>
<td>91907970</td>
<td>4851 - USD INC</td>
<td>1,485.57</td>
</tr>
<tr>
<td>91907971</td>
<td>5849 - VANGUARD TRUCK HOLDINGS, LLC</td>
<td>4,835.14</td>
</tr>
<tr>
<td>91907972</td>
<td>5173 -CELLCO PARTNERSHIP</td>
<td>5,369.09</td>
</tr>
<tr>
<td>91907973</td>
<td>1546 - VISION SERVICE PLAN-CONNECTICUT</td>
<td>1,171.04</td>
</tr>
<tr>
<td>91907978</td>
<td>3075 - AMANDA J WILLEY</td>
<td>1,640.00</td>
</tr>
</tbody>
</table>
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Michele Ralston, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding Community Grant application in the amount of $4,000.00 from District 1 to support purchase of Tusayan Fire District Self-Contained Breathing Apparatuses.

RECOMMENDED MOTION:

Approve Community Grant application in the amount of $4,000.00 from District 1 to support purchase of Tusayan Fire District Self-Contained Breathing Apparatuses.

BACKGROUND:

The Tusayan Fire Department's current inventory of Self-Contained Breathing Apparatuses (SCBA) are at or near expiration. These tanks are crucial equipment pieces for firefighting, hazmat, etc. The Fire Department is providing $11,000 of the total project cost. The funding request is being made to ensure safe equipment that complies with firefighting standards.

ALTERNATIVES:

Not approve the Community Initiatives grant application

FISCAL IMPACT:

Deduct $4,000.00 from District 1 Community Initiatives funds.

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

TUSAYAN FIRE DISTRICT
Name of Organization

<table>
<thead>
<tr>
<th>Type of Organization (Government, Private, Non-Profit, etc...)</th>
<th>Federal Employer ID Number (Please attach W9)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GoVERNMENT</td>
<td>EIN # 86-0843550</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Service(s) Provided by Organization</th>
<th>Total Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIREFIGHTING (STRUCTURAL &amp; WILDLAND), MEDICAL RESCUE, EXTRICATION</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Event/Program</th>
<th>Organization Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PO BOX 3625, GRAND CANYON, AZ 86023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREG BRUSH</td>
<td><a href="mailto:GBRUSH.TFDG.C@OUTLOOK.COM">GBRUSH.TFDG.C@OUTLOOK.COM</a></td>
<td>928-638-2897</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Daytime Phone</th>
<th>Evening Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>(928)638-3473</td>
<td>(928)606-5950</td>
<td></td>
</tr>
</tbody>
</table>

Please indicate the amount requested from each District:

Dist. 1: $4,000  Dist. 2: —  Dist. 3: —  Dist. 4: —  Dist. 5: —

Art Babbott  Liz Archuleta  Matt Ryan  Jim Parks  Lena Fowler

If funded, Check payable to:

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Print Contact Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>TUSAYAN FIRE DISTRICT</td>
<td>GREG BRUSH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO BOX 3625</td>
<td></td>
<td>4/17/19</td>
</tr>
<tr>
<td>GRAND CANYON, AZ 86023</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BOARD APPROVAL

Signed: —

Date: —

District 1: —

District 2: —

District 3: —

District 4: —

District 5: —
Answer all questions completely and accurately.

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

THE DEPARTMENT'S SELF CONTAINED BREATHING APPARATUS (SCBA) TANKS ARE REACHING THEIR END-OF-LIFE. SOME ARE EXPIRED, SOME ARE EXPIRING IN DEC. 2019.

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

THESE ARE CRUCIAL FOR FIRE FIGHTING, HAZMAT, ETC. THEY ARE CRUCIAL FOR FIRE DEPARTMENT RESPONSES TO HOMES, HOTELS, BUSINESSES, CARS, ETC. THEY CAN DIRECTLY SAVE LIVES DURING RESCUES.

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

THE POPULATION OF TUSAYAN, GRAND CANYON (MUTUAL AID), HOTEL GUESTS, MOTORISTS ON HIGHWAY 64/180. WE ESTIMATE THE POPULATION BEING SERVED IN EXCESS OF SIX MILLION.

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

THIS WILL LEAD TOWARDS REPLACEMENT OF ALL THE SCBA TANKS; FROM HERE FORWARD, THE DEPARTMENT (AFTER PURCHASES) WILL HAVE COMPLIANT AND SAFE EQUIPMENT FOR RESPONSES.

5. List other funding sources for this program:

WE RECEIVE TAX MONIES FROM PROPERTY TAX REVENUES, FDAT (GRANTS), ETC. THIS PURCHASE IS ABOVE AND BEYOND; IT IS EXPECTED ONCE EVERY 20 YEARS.

6. Has Coconino County funded this organization before? Yes, No X

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

If yes, what difference did funding assistance have in the community?
7. Total Project cost: $15,000

8. Total Amount Requested: $4,000

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

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$4,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$</td>
</tr>
<tr>
<td>Other, please specify:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

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

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]

Clerk to complete following Board approval:

Total amount of grant: $ [Signature]

Date of award: [Signature]

Page 3 of 3
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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.
   Tusayan Fire District

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Type or Print. See Specific Instructions on Page 3.

Government Entity

5. Address (number, street, and apt. or suite no.) See instructions.
   PO Box 3625; #408 Highway 64

6. City, state, and ZIP code
   Grand Canyon, AZ 86023-3625

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

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 for Part II, later.

Sign Here

Signature of U.S. person

Date

* 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 1088 (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)

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)

Cat. No. 10231X

Form W-9 (Rev. 10-2018)
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Theresa Munoz, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action to approve Community Grant Funding request from District 2 in the amount of $500.00, to Northern Arizona Youth Football (NAYF) - Eagles Youth Football and Cheer, to assist with costs associated with providing equipment and facilities for the children involved with Football and Cheer. Board of Supervisors

RECOMMENDED MOTION:

Approve Community Grant Funding request from District 2 in the amount of $500.00, to Northern Arizona Youth Football (NAYF) - Eagles Youth Football and Cheer, to assist with costs associated with providing equipment and facilities for the children involved with Football and Cheer.

BACKGROUND:

Northern Arizona Youth Football-Eagles Youth Football is a non-profit organization which provides a football program and cheerleading program to boys and girls from 1st through 8th grade during summer months. NAYF through volunteers and supporters offer a program for the youth with a positive experience through sportsmanship, exercise, education, teamwork and positive role models with a focus on low income to lower middle class families.

ALTERNATIVES:

Not to provide the community grant fund request.

FISCAL IMPACT:

District 2 community grant fund account will be reduced according to the amount approved.

ATTACHMENTS:

- BOS - CIG Application - -
- Staff Report - 5/15/2019 - -
**Northern AZ Youth Football (NAYF)-Eagles Youth Football and Cheer**

**Name of Organization**

<table>
<thead>
<tr>
<th>Type of Organization (Government, Private, Non-Profit, etc...)</th>
<th>EIN# 30-0562456</th>
<th>Federal Employer ID Number (Please attach W9)</th>
</tr>
</thead>
</table>

The Eagles are a tackle football and cheerleading club-based program that serves the boys and girls in the Flagstaff area, grades 1st-8th.

**Type of Service(s) Provided by Organization**

<table>
<thead>
<tr>
<th>Date(s) of Event/Program</th>
<th>Total Amount Requested</th>
</tr>
</thead>
</table>

**PO Box 762 or 811 Murphey Dr. Bagdad, AZ 86321, Rebecca Baca (2019 Eagles Treasurer), 836 N Fox Hill Rd, Flagstaff, AZ 86004**

**Organization Address**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Baca</td>
<td><a href="mailto:flagstaffeaglesyouthfootball@gmail.com">flagstaffeaglesyouthfootball@gmail.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Daytime Phone</th>
<th>Evening Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>928-526-6798</td>
<td>928-853-4402</td>
<td></td>
</tr>
</tbody>
</table>

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1:</th>
<th>Dist. 2: X</th>
<th>Dist. 3:</th>
<th>Dist. 4:</th>
<th>Dist. 5:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Babbott</td>
<td>Liz Archuleta</td>
<td>Matt Ryan</td>
<td>Jim Parks</td>
<td>Lena Fowler</td>
</tr>
</tbody>
</table>

If funded, Check payable to:

<table>
<thead>
<tr>
<th>NAYF-Eagles Youth Football and Cheer</th>
<th>Rebecca Baca- Eagles Treasurer 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>Print Contact Name and Title</td>
</tr>
<tr>
<td>836 N Fox Hill Rd</td>
<td>Rebecca Baca- Treasurer 2019</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Signature</td>
</tr>
<tr>
<td>Flagstaff, AZ 86004</td>
<td>2/5/19</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Date</td>
</tr>
</tbody>
</table>

**BOARD APPROVAL**

<table>
<thead>
<tr>
<th>Signed:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>District 1:</th>
<th>District 2:</th>
<th>District 3:</th>
<th>District 4:</th>
<th>District 5:</th>
</tr>
</thead>
</table>

Page 1 of 3
**Answer all questions completely and accurately.**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Describe specific service(s) provided using these funds:</strong></td>
<td>Equipment for approx. 75 kids: Helmets, Shoulder pads and jersey's</td>
</tr>
<tr>
<td><strong>2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):</strong></td>
<td>Our main focus is to provide Flagstaff youth with a positive experience through sportsmanship, exercise, education, teamwork, positive role modeling and fun. Providing sponsorship for equipment will help lessen the Overall Cost for children to participate in this non profit sports opportunity.</td>
</tr>
<tr>
<td><strong>3. Population served using these funds (include any eligibility criteria).</strong></td>
<td>Flagstaff youth ages 5-14 years old. Focusing on low income to lower middle class families</td>
</tr>
<tr>
<td><strong>4. How will the success of the program be evaluated?</strong></td>
<td>Being accessible to all children in the Flagstaff area as well as being financially affordable to all families.</td>
</tr>
<tr>
<td><strong>5. List other funding sources for this program:</strong></td>
<td>Local business sponsorships, sign up fees, concession sales and volunteer partnership.</td>
</tr>
<tr>
<td><strong>6. Has Coconino County funded this organization before?</strong></td>
<td>Yes No X</td>
</tr>
<tr>
<td>It is recommended that if yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.</td>
<td></td>
</tr>
<tr>
<td>If yes, what difference did funding assistance have in the community?</td>
<td></td>
</tr>
</tbody>
</table>
Total Project cost: $26,052.25

7. Total Amount Requested: $17,625
8. County Funding Assistance Budget: (Attach separate sheet, if necessary)

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$</td>
</tr>
<tr>
<td>Other, please specify:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$ *see attachment projected budget for 2019</td>
</tr>
</tbody>
</table>

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

Eagles Football and Cheer has split off from a Phoenix organization to Northern Arizona Youth Football (NAYF) for 2019 season. Offering football and cheer to our local community rather than the expense of traveling to the Phoenix area. Providing costly equipment is a new expense that we are expected to provide for the 2019 season through NAYF.

Please see attached letter.

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: Rebecca Baca  
(Signature)  
Rebecca Baca-Treasurer 2019  
(Printed name)

Clerk to complete following Board approval:

Total amount of grant: $

Date of award:
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Northern Arizona Youth Football-Eagles Football & Cheer

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   □ Individual/sole proprietor or single-member LLC
   □ C Corporation
   □ S Corporation
   □ Partnership
   □ Trust/estate

   □ Limited liability company. Enter the tax classification (C= Corporation, S=S corporation, P=Partnership) □

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) □

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

6. Address (number, street, and apt. or suite no.) See instructions.
   PO Box 762
   Bagdad, AZ 86321

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

Requestor's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number □

Or

Employer identification number □

3 0 6 5 6 2 4 5 6

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 for Part II, later.

Sign here □

Signature of U.S. person □

Date □

4/5/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 (ATIN), 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 lose the direct payee. See What is backup withholding, later.
Eagles Youth Football and Cheer
Sponsorship Opportunities

Thank you for your interest in supporting the 2019 Eagles Youth Football and Cheerleading Club. The Eagles are a tackle football and cheerleading club-based program that serves the boys and girls in the Flagstaff area, grades 1st-8th.

The Eagles Club is a member of Northern Arizona Youth Football a 501(c) (3) non-profit organization (EIN# 30-0562456) that was founded with the belief that Arizona citizens and their children deserve more opportunities to enjoy youth sports and the high quality family entertainment that it provides.

Alliance Eagles participate in the Northern Arizona region which consists of other Northern Arizona communities. Our main focus is to provide Flagstaff youth with a positive experience through sportsmanship, exercise, education, teamwork, positive role modeling and fun.

As with any non-profit organization, we rely heavily on the support of volunteers and sponsorships to continue our operations and to make our program affordable for our Flagstaff families. Most of our operation costs are uniforms, equipment, league fees, field usage, first aid kits, and other expenses not covered by player registration fees.

At this time, the Eagles Club is seeking your support for the 2019 season. With your support, you will be assisting our young people in becoming good leaders and role models as they grow in our community.

If you are unable to do a monetary sponsorship, an “in-kind” donation could be considered. If you have any questions, please contact me at 928-853-4402 or email at flagstaffeaglesyouthfootball@gmail.com.

With an outpouring of community support, this past season brought our Junior Pee Wee team a State Championship and a North State Championship for our Pee Wee division, as well as playoff berths for our Mighty Mite and Junior Divisions. Please help us continue to grow this organization and provide a safe and exciting place for our kids to play.

Sincerely,

Rebecca Baca
Eagles Youth Football and Cheer
Proposed Budget 2019

Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Club fee to NAYFL</td>
<td>$ 500.00</td>
<td></td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Division fee $250 x 3 to NAYFL</td>
<td>$ 250.00</td>
<td>3</td>
<td>$ 750.00</td>
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<tr>
<td>Practice Fields</td>
<td>$ 6.75</td>
<td>75</td>
<td>$ 506.25</td>
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<tr>
<td>Game Fields</td>
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<td>$ 1,600.00</td>
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<tr>
<td>Helmet Decals</td>
<td>$ 3.40</td>
<td>100</td>
<td>$ 340.00</td>
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<tr>
<td>Refs $200 x 3 div x 4 home games</td>
<td>$ 600.00</td>
<td>4</td>
<td>$ 2,400.00</td>
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<tr>
<td>Sponsor Plaques</td>
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<tr>
<td>New practice/game pants</td>
<td>$ 22.50</td>
<td>16</td>
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<tr>
<td>Eagles Sticker</td>
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<tr>
<td>jersey's</td>
<td>$ 50.00</td>
<td>75</td>
<td>$ 3,750.00</td>
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<tr>
<td>Bleeker box</td>
<td>$ 483.00</td>
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<td>$ 483.00</td>
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<tr>
<td>end of year party</td>
<td>$ 1,000.00</td>
<td></td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>equipment</td>
<td>**</td>
<td></td>
<td>$13,875.00</td>
</tr>
<tr>
<td>Cheer NAYFL fee</td>
<td>$ 250.00</td>
<td></td>
<td>$ 250.00</td>
</tr>
<tr>
<td>**</td>
<td></td>
<td></td>
<td>$26,052.25</td>
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</table>

Projected Fundraisers

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<tr>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Wednesday Night Lights</td>
<td>$ 700.00</td>
<td>$ 700.00</td>
</tr>
<tr>
<td>Concessions</td>
<td>$ 1,200.00</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>buisness Sponsors( $2000 x 3 divisions)</td>
<td>$ 6,000.00</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>sponsor for equipment start up?</td>
<td></td>
<td>$ 7,900.00</td>
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</table>

$250 club fee

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<tr>
<th>Description</th>
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<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Jersey's</td>
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</tr>
<tr>
<td>Eagle fee: refs/fields/misc.</td>
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<td>75</td>
<td>$15,000.00</td>
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<td>**</td>
<td></td>
<td></td>
<td>$18,750.00</td>
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</table>

Equipment purchase (new 2019)

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Riddell Helmets</td>
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<tr>
<td>Riddell pads</td>
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<td>$ 6,375.00</td>
</tr>
<tr>
<td>**</td>
<td></td>
<td></td>
<td>$13,875.00</td>
</tr>
</tbody>
</table>
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Theresa Munoz, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding approval of Community Grant funding request from District 1 in the amount of $1,500.00, District 2 in the amount of $1,000.00, District 3 in the amount of $100.00 and District 4 in the amount of $1,500.00 and, Coconino County Contingency fund in the amount of $3,400.00, for a total of $7,500.00, to the Flagstaff Symphony Orchestra for the Annual Independence Day Free Community Concert.

RECOMMENDED MOTION:

Approve Community Grant funding request from District 1 in the amount of $1,500.00, District 2 in the amount of $1,000.00, District 3 in the amount of $100.00 and District 4 in the amount of $1,500.00 and, Coconino County Contingency fund in the amount of $3,400.00, for a total of $7,500.00, to the Flagstaff Symphony Orchestra for the Annual Independence Day Free Community Concert.

BACKGROUND:

The Flagstaff Symphony Orchestra (FSO) is a fully professional ensemble and non-profit community organization. FSO will present an Independence Day concert at Pepsi Amphitheater in Ft. Tuthill County Park on July 4, 2019. This is an annual tradition and the concert is offered for free to all the regional community. This event creates an opportunity for the community to gather and celebrate a national holiday though a live concert of symphonic and patriotic music. Service men and women will be recognized during the performance. The anticipated audience is 2,500 to 3,000 people. Coconino County has provided funding to FSO with community grants in the past and they have filed the required reports. Additional information is included in the application.

ALTERNATIVES:

Not to approve the Community Grant Fund request.
FISCAL IMPACT:

Community Grant fund accounts from the contributing districts and the County Manager's account will be reduced according to the amount approved.

ATTACHMENTS:

1 - Staff Report
2 - BOS - CIG Application
3 - W-9
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Flagstaff Symphony Orchestra
Name of Organization

501(c)(3)
0186038

Type of Organization (Government, Private, Non-Profit, etc...)
Federal Employer ID Number (Please attach W9)

The Flagstaff Symphony Orchestra presents an annual Independence Day concert for the community at the Pepsic Amphitheater in Ft. Tuthill. The concert is offered free to all and FSO costs are generously underwritten by Coconino County and other sponsors.

Type of Service(s) Provided by Organization

July 4, 2019
$7,500

Date(s) of Event/Program
Total Amount Requested

PO Box 122 Flagstaff, AZ 86002
Organization Address

Contact Name: Carl Taylor
Email Address: yatbol@aol.com
Fax: 928-774-5109

928-774-5107x104
928-214-6251
928-606-1880
Daytime Phone: Evening Phone: Cell Phone:

Please indicate the amount requested from County and each District:
Coconino County Contingency Fund: $5,000.

Dist. 1: $1,500 Dist. 2: $1,000 Dist. 3: $500
Art Babbott Liz Archuleta Matt Ray
Dist. 4: Dist. 5: Jim Parks Lena Fowler

If funded, Check payable to:
Flagstaff Symphony Orchestra
Name of Organization

PO Box 122
Mailing Address

Flagstaff, AZ 86002
City, State, Zip

Carl Taylor, Chair of the Development Committee
Print Contact Name and Title

Signature

April 28, 2019
Date

BOARD APPROVAL
Signed: _________
Date: _________
District 1: _________
District 2: _________
District 3: _________
District 4: _________
District 5: _________

Page 1 of 3
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Flagstaff Symphony Orchestra
Name of Organization
501(c)(3)
0186038

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

Federal Employer ID Number (Please attach W9)
The Flagstaff Symphony Orchestra presents an annual Independence Day concert for the community at the Pepsi Amphitheater in Ft. Tuthill. The concert is offered free to all and FSO costs are generously underwritten by Coconino County and other sponsors.

Type of Service(s) Provided by Organization

July 4, 2019
$7,500

Date(s) of Event/Program
Total Amount Requested

PO Box 122
Flagstaff, AZ 86002
Organization Address

Carl Taylor
Contact Name
928-774-5107x104
Daytime Phone

vathuligol.com
Email Address
928-214-6251
Evening Phone

928-774-5109
Fax
928-606-1880
Cell Phone

Please indicate the amount requested from County and each District:

Coconino County Contingency Fund: $5,000.

Dist. 1: $1,500 Dist. 2: $1,000 Dist. 3: Dist. 4: $1,500 Dist. 5: $1,000
Art Babber Liz Archoola Matt Ryan Jim Parks Lena Fowler

If funded, Check payable to:

Flagstaff Symphony Orchestra
Name of Organization

PO Box 122
Mailing Address

Flagstaff, AZ 86002
City, State, Zip

Carl Taylor, Chair of the Development Committee
Print Contact Name and Title

Signature

April 28, 2019
Date

BOARD APPROVAL
Signed: 
Date: 
District 1: 
District 2: 
District 3: 
District 4: 
District 5: 

Page 1 of 3
Answer all questions completely and accurately.

1. Describe specific service(s) provided using these funds:
The Flagstaff Symphony Orchestra is a fully professional ensemble and a non-profit community organization. FSO will present an Independence Day concert at Pepsi Amphitheater in Ft. Tuthill County Park on July 4, 2019. This is an annual tradition and the concert is offered free to all in the regional community.

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):
FSO will create an opportunity for our community to gather together and celebrate a national holiday through a live concert of symphonic and patriotic music. FSO invites local veteran groups and tries to assist in their attendance at the event. Service men and women will be recognized during the performance. Sponsors will be acknowledged, especially Coconino County and its Board of Supervisors.

3. Population served using these funds (include any eligibility criteria).
Residents and visitors to Coconino County. The anticipated audience is 2,500 – 3,000.

4. How will the success of the program be evaluated?
Community response in the form of attendance and positive reception and feedback.

5. List other funding sources for this program:
Flagstaff CVB and small donations from audience participants.

6. Has Coconino County funded this organization before? Yes _Y_ No __
If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.
2015: $5,000; 2016: $3,250; 2017: $6,000; 2018: $5,500
Agreement (in the form of an MOU) has been previously submitted to County. Expense report for 2018 is attached.

If yes, what difference did funding assistance have in the community?
Funding assistance was critical to maintaining the concert as a free patriotic gift to the community!

7. Total Project Cost: Estimated to be $16,772 (based on actual 2018 costs)

8. Total Amount Requested: $7,500

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

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>n/a</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>n/a</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>n/a</td>
</tr>
<tr>
<td>Other, please specify: Artistic &amp; Personnel Expense</td>
<td>$12,007</td>
</tr>
<tr>
<td>Concert Production Expenses</td>
<td>$3,261</td>
</tr>
<tr>
<td>Marketing/Advertising &amp; General/Administrative Expenses</td>
<td>$1,504</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$16,772</strong></td>
</tr>
</tbody>
</table>

10. Note any other information that will assist in the decision making process.
The County does an excellent job of delivering vital services, many of which are taken for granted by citizens. This concert is clearly a gift from the County government and a shared celebration of our history and our community. We hope that County officials will attend and receive appropriate appreciation during the event. The active and happy children are a
We also hope that the County and City will consider making a partnership investment in community quality of life as a part of the Base Budget in future years. The FSO will happily provide administration, management, publicity and music for the annual event.

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]

(Printed name)

Clerk to complete following Board approval:

Total amount of grant: $

Date of award:
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requestor. 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.
   Flagstaff Symphony Association

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/state
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
   - Other (see instructions)

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)

5. Address (number, street, and apt. or suite no.) See instructions.
   PO Box 122
   Flagstaff, AZ 86002

6. City, state, and ZIP code

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

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 for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Gregory Nelson, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding a Community Grant Application from District 1 in the amount of $1,000.00 and District 3 in the amount of $2,000.00, for a total amount of $3,000.00, to the Fort Tuthill Military Museum, to fund 2018 deficit including major repair to building AC/Heating Units and compensate for revenue lost during Coconino County Fair as well as assistance in bringing Smithsonian Exhibit to Ft. Tuthill Military Museum. Board of Supervisors

RECOMMENDED MOTION:

Approve a Community Grant Application from District 1 in the amount of $1,000.00 and District 3 in the amount of $2,000.00, for a total amount of $3,000.00, to the Fort Tuthill Military Museum, to fund 2018 deficit including major repair to building AC/Heating Units and compensate for revenue lost during Coconino County Fair as well as assistance in bringing Smithsonian Exhibit to Ft. Tuthill Military Museum.

BACKGROUND:

The Fort Tuthill Military Museum is a valuable partner to the community. This organization has not requested funding before from the county. The Military Museum encountered a 2018 operating deficit due to major repair to the building AC/Heating Units. This funding request will help to cover the fixed expense loss of 2,300 in 2018 and will assist in costs related to bringing the Patriot Nations: Native American in Our Nation's Armed Forces to Coconino County.

ALTERNATIVES:

Not approve grant application funding.

FISCAL IMPACT:

Deduct Community Initiatives funding from District 1 in the amount of $1,000 and District 3 in the amount of $3,000.

ATTACHMENTS:
1 - Staff Report - 5/15/2019 -  
2 - Supporting Document - CI APPLICATION AND W9 - 5/6/2019
# COCONINO COUNTY BOARD OF SUPERVISORS

## Community Grant Program Application

### Fort Tuthill Military Museum

Name of Organization

Type of Organization (Government, Private, Non-Profit, etc...) Federal Employer ID Number (Please attach W9)

Non-Profit 86-0965588

Type of Service(s) Provided by Organization

Educational, Entertainment, Preservation and Presentation of Arizona Military History

<table>
<thead>
<tr>
<th>Date(s) of Event/Program</th>
<th>Total Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annually including special event - Patriot Nations Event 6-28-7-21, 2019</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

Organization Address

2446 Tuthill Loop, Flagstaff, AZ 86005

Contact Name

Marilyn Hammarstrom

Email Address

azrelogal@gmail.com

Fax

Daytime Phone

602.684.1912

Evening Phone

Cell Phone 602.684.1912

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1</th>
<th>Dist. 2</th>
<th>Dist. 3</th>
<th>Dist. 4</th>
<th>Dist. 5</th>
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</thead>
<tbody>
<tr>
<td>1000</td>
<td></td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Art Hubbert  Liz Araneta  Matt Ryan  Jim Parks  Lena Fowler

If funded, Check payable to:

Fort Tuthill Military Museum

Name of Organization

Print Contact Name and Title

Marilyn M. Hammarstrom, President

Mailing Address

2446 Tuthill Loop

City, State, Zip

Flagstaff, AZ 86005

Date 3-26-2019

---

**BOARD APPROVAL**

Signed: _________

Date: _________

District 1: _________

District 2: _________

District 3: _________

District 4: _________

District 5: _________
1. Describe specific service(s) provided using these funds:
   - 2018 operating deficit including major repair to building AC/Hearing units. Compensate for revenue lost during CC Fair,
   - Assistance in bringing Smithsonian Exhibit to Ft. Tuthill Military Museum, Coconino County Parks and Recreation

2. Describe the public service/public benefit that will be provided with the use of these funds (include any eligibility criteria):
   - Maintaining and covering fixed expense loss of $2300.00 in 2018. Assist in costs related to bringing Patriot Nations: Native Americans in Our Nation’s Armed Forces to Coconino County Park $700.00

3. Population served using these funds (include any eligibility criteria).
   - Worldwide visitors to Coconino County, local schools, Arizona active military, Veterans, all inclusive visitors

4. How will the success of the program be evaluated?
   - Operation expenses recovered and ability to support the Patriot Nations Exhibition

5. List other funding sources for this program:
   - Admissions

6. Has Coconino County funded this organization before? Yes  No  x
   - If yes, please describe how funds were used. Please include amount and confirm agreement and expense report has been submitted for previous funding.

   - If yes, what difference did funding assistance have in the community?
7. Total Project cost: $3,000.00

8. Total Amount Requested: $3,000

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

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

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

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] Marilyn M. Hammarstrom (Printed name)

Clerk to complete following Board approval:

Total amount of grant: $ 

Date of award: 

Page 3 of 3
### Request for Taxpayer Identification Number and Certification

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

**Form W-9 (Rev. 12-2014)**

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <strong>Ft. Tuthill Military Museum</strong></td>
</tr>
<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
</tbody>
</table>
| 3 | Check appropriate box for federal tax classification; check only one of the following seven boxes: | Check appropriate box for federal tax classification; check only one of the following seven boxes:
- Individual/sole proprietor or
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- 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.
- Other (see instructions) |
| 4 | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) |
| 5 | Address (number, street, and apt. or suite no.) | 2442 Tuthill Loop Flagstaff, AZ 86004 |
| 6 | City, state, and ZIP code |
| 7 | Requester's name and address (optional) |
| 8 | Social security number |
| 9 | Or |
| 10 | Employer Identification number | 860965388 |

### 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.

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose name to enter.

### 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 not 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 check item 2 above if you have not 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 1096-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 1096-G** (proceeds from real estate transactions)
- **Form 1099-K** (merchant card and third party network transactions)

Cat. No. 10231X

Form W-9 (Rev. 12-2014)
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Gregory Nelson, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding approval of a Community Grant Application from District 1 in the amount of $500.00, District 2 in the amount of $500.00, District 3 in the amount of $500.00 and District 4 in the amount of $500.00, for a total amount of $2,000.00, to the Northern Arizona Veteran's Memorial Cemetery Foundation to fund building coverage to the committal shelter and build additional benches to accommodate large audiences at the memorial services.

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 3 in the amount of $500.00 and District 4 in the amount of $500.00, for a total amount of $2,000.00, to the Northern Arizona Veteran's Memorial Cemetery Foundation to fund building coverage to the committal shelter and build additional benches to accommodate large audiences at the memorial services.

BACKGROUND:

The Northern Arizona Veteran's Memorial Cemetery Foundation is a valuable partner to the community. This organization has not requested funding before from the county. The organization is requesting funding to construct building coverage to the committal shelter and build additional benches to accommodate large audiences at memorial services. The audience will be kept out of the weather such as sun, wind and rain.

ALTERNATIVES:

Not approve grant application funding.

FISCAL IMPACT:

Deduct Community Initiatives funding from District 1 $500, District 2 $500, District 3 $500, and District 4 $500.
ATTACHMENTS:

1 - Staff Report
2 - CI APPLICATION NORTHERN ARIZONA VETERAN'S CEMETARY
Name of Organization

Northern Arizona Veteran's Memorial Cemetery Foundation

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

Non-Profit Public Charity

Federal Employer ID Number (Please attach W9)

82-2409786

Type of Service(s) Provided by Organization

Advocate and Improvements to Veteran Cemetery

Date(s) of Event/Program

On-going Annually

Total Amount Requested

$2,500

Organization Address

14517 Veteran's Drive, P.O. Box 16419, Seligman, AZ 86015

Contact Name

Lt.C (Ret) Andrew Griffin

Email Address

SAFEGRFF@GMAIL.COM

Fax

N/A

Daytime Phone

928-607-5961

Evening Phone

Cell Phone

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1</th>
<th>Dist. 2</th>
<th>Dist. 3</th>
<th>Dist. 4</th>
<th>Dist. 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
</tbody>
</table>

Art Babbott

Liz Archuleta

Matt Ryan

Jim Parks

Lena Fowler

If funded, Check payable to:

Northern Arizona Veteran's Memorial Cemetery Foundation

Lt. C (Ret) Andrew Griffin, President

Mailing Address

14517 Veteran's Drive, P.O. Box 16419, Seligman, AZ 86015

City, State, Zip

Date

1/24/2019

Page 1 of 3
# COCONINO COUNTY BOARD OF SUPERVISORS

## Community Grant Program Application

**Name of Organization**

Northern Arizona Veteran's Memorial Cemetery Foundation

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

Non-Profit Public Charity

**Federal Employer ID Number (Please attach W9)**

82-2409786

**Type of Service(s) Provided by Organization**

Advocate and Improvements to Veteran Cemetery

**Date(s) of Event/Program**

On-going Annually

**Total Amount Requested**

$2,500

**Organization Address**

14317 Veteran’s Drive, P.O. Box 16119, Seligman, AZ 86015

**Contact Name**

LT(C) Andrew Gin

**Email Address**

salute32@gmail.com

**Fax**

N/A

**Daytime Phone**

928-607-8961

**Evening Phone**


**Cell Phone**

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1</th>
<th>Dist. 2</th>
<th>Dist. 3</th>
<th>Dist. 4</th>
<th>Dist. 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
</tbody>
</table>

**Art Babboi**

**Liz Archuleta**

**Matt Ryan**

**Jim Parks**

**Lesa Fowler**

If funded, Check payable to:

Northern Arizona Veteran's Memorial Cemetery Foundation

LT(C) Andrew Gin

14317 Veteran’s Drive, P.O. Box 16119, Seligman, AZ 86015

**Name of Organization**

Northern Arizona Veteran's Memorial Cemetery Foundation

**Print Contact Name and Title**

LT(C) Andrew Gin, President

**Mailing Address**

14317 Veteran’s Drive, P.O. Box 16119, Seligman, AZ 86015

**Signature**


**City, State, Zip**

**Date**

1/24/2019

---

**BOARD APPROVAL**

**Signed:**

**Date:**

**District 1:**

**District 2:**

**District 3:**

**District 4:**

**District 5:**

Page 1 of 3
COCONINO COUNTY BOARD OF SUPERVISORS

Community Grant Program Application

Name of Organization
Northern Arizona Veteran's Memorial Cemetery Foundation

Type of Organization (Government, Private, Non-Profit, etc.)
Non-Profit Public Charity

Federal Employer ID Number (Please attach W9)
82-2409786

Type of Service(s) Provided by Organization
Advocate and Improvements to Veteran Cemetery

Date(s) of Event/Program
On-going Annually

Total Amount Requested
$2,500

Organization Address
14317 Veteran's Drive, P.O. Box 16119, Bellemont, AZ 86015

Contact Name
Lt Col (Ret) Andrew Griswold
Email Address
sflitcroft@gmail.com
Fax
N/A

Daytime Phone
928-607-5967
Evening Phone
Cell Phone

Please indicate the amount requested from each District:

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

Art Babbott  Liz Archuleta  Matt Ryan  Jim Parks  Lena Fowler

If funded, Check payable to:
Northern Arizona Veteran's Memorial Cemetery Foundation

Name of Organization
14317 Veteran's Drive, P.O. Box 16119, Bellemont, AZ 86015

Print Contact Name and Title
Lt Col (Ret) Andrew Griswold

Mailing Address

City, State, Zip

Date
1/24/2019

BOARD APPROVAL
Signed: __________
Date: __________
District 1: __________
District 2: __________
District 3: __________
District 4: __________
District 5: __________
1. Describe specific service(s) provided using these funds:

The Veteran’s Memorial Cemetery at Camp Navajo is the only Veteran’s Memorial Cemetery in Northern Arizona and supports all Veterans in Coconino County. The cemetery is in need of some improvements such as extending the roof of the Committal Shelter to keep the audience of services out of the weather (wind, rain, sun). Audiences are often large and hence additional benches or chairs need to be added to the shelter, which are placed outside of the shelter due to its architectural structure. The Foundation, administered by Andrew Griffin and his team, would like to hire a grant writer to have a better chance when applying for national grants and is asking Coconino County for financial support to hire and pay the grant writer. The grant writer will write and apply for several national grants to receive large funding for several improvement projects to the cemetery.

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

The grant funding awarded will be used for building coverage to the committal shelter and build additional benches to accommodate large audiences at memorial services. The audience will be kept out of the weather such as sun, wind and rain to be able to focus on the service without being distracted and feeling miserable by the weather.

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

All military veterans and their loved ones in Coconino County.

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

Increased use of the location and positive survey results.

5. List other funding sources for this program:

The Foundation is starting a grant writing program to apply for all possible grants to receive funding for improvements to be able to better serve the veterans and the community.

6. Has Coconino County funded this organization before? Yes No X

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

N.A.

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

N.A.
7. Total Project Cost: N/A

8. Total Amount Requested: $2,500

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

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$</td>
</tr>
</tbody>
</table>

Other, please specify:

| $ |
| $ |
| $ |

Total: $ 

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

The Coconino County Governing Board will be recognized as a donor and supporter to its Veteran Memorial Cemetery.

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]
(Printed name)

Clerk to complete following Board approval:

Total amount of grant: $ 

Date of award: 

Page 3 of 3
Form 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.
   [Name]

2. Business name (if disregarded entity, name different from above)
   [Business Name]

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 or S corporation, partnership, etc.)
   [Check appropriate box]

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)
   [Exemptions]

5. Address (number, street, and apt. or suite no.)
   [Address]

6. City, state, and ZIP code
   [City, State, ZIP code]

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); for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, this is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
   [SSN]

Employer identification number
   [EIN]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN) 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 IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends on my 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.

Signature of U.S. person
   [Signature]

Date
   [Date]

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/form9.

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 1098-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 1098-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.
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 backup 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.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)
Dear Applicant:

We’re pleased to tell you we determined you’re exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You’re also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you’re a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you’re required to file Form 990, 990-EZ/990-N, our records show you’re required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don’t file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov,charities. Enter “4221-PC” in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Miranda Morales, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding approval of a Community Grant funding request from District 5 in the amount of $2,000 to To’Nanees’Dizi Local Government to support the 2019 Tuba City Independence Day Celebration.

RECOMMENDED MOTION:

Approve Community Grant funding from District 5 in the amount of $2,000 to To’Nanees’Dizi Local Government to support the 2019 Tuba City Independence Day Celebration.

BACKGROUND:

The funds will be used to provide sponsorship for Tuba City Independence Day Celebration. This event is designed to bring the community together to provide safe and positive family-friendly activities that all can enjoy. In addition, this event is designed to keeping community members close to home which minimizes the dangers and hazards of long-distance travel and inappropriate celebration activities. Coconino County funded this organization through Community Grants in the past. The organization has submitted a current expenditure report to Coconino County to show how previous funds were expended. Additional information is included in the request form attached.

ALTERNATIVES:

Not approve the Community Grant funding.

FISCAL IMPACT:

Community Grant fund accounts from the contributing district(s) will be reduced according to the amount approved.

ATTACHMENTS:

1 - Staff Report
2 - CI - REQUEST
3 - W-9
# Community Grant Program Application

**To’Nanees’Dizi Local Government**

**Name of Organization**

<table>
<thead>
<tr>
<th>To’Nanees’Dizi Local Government</th>
<th>86-0717267</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Federal Employer ID Number (Please attach W9)</th>
</tr>
</thead>
</table>

**Community Event** – Independence Day Celebration

**Type of Service(s) Provided by Organization**

<table>
<thead>
<tr>
<th>Wednesday, July 3, 2019</th>
<th>$2,000</th>
</tr>
</thead>
</table>

**Total Amount Requested**

<table>
<thead>
<tr>
<th>PO BOX 727, Tuba City, AZ 86045</th>
</tr>
</thead>
</table>

**Organization Address**

<table>
<thead>
<tr>
<th>Leandrew Sixkiller</th>
<th><a href="mailto:Sixkiller4@yahoo.com">Sixkiller4@yahoo.com</a></th>
<th>(928) 283-3288</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Email Address</td>
<td>Fax</td>
</tr>
<tr>
<td>928-283-5544</td>
<td></td>
<td>(928) 640-1639</td>
</tr>
</tbody>
</table>

**Daytime Phone**

<table>
<thead>
<tr>
<th>Evening Phone</th>
<th>Cell Phone</th>
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</thead>
</table>

Please indicate the amount requested from each District:

<table>
<thead>
<tr>
<th>Dist. 1: Art Babbott</th>
<th>Dist. 2: Liz Archuleta</th>
<th>Dist. 3: Matt Ryan</th>
<th>Dist. 4: Jim Parks</th>
<th>Dist. 5: $2,000</th>
</tr>
</thead>
</table>

If funded, Check payable to:

<table>
<thead>
<tr>
<th>To’Nanees’Dizi Chapter</th>
<th>Leandrew Sixkiller, Community Event Coordinator/Fair Manager</th>
</tr>
</thead>
</table>

**Name of Organization**

<table>
<thead>
<tr>
<th>PO BOX 727</th>
</tr>
</thead>
</table>

**Mailing Address**

<table>
<thead>
<tr>
<th>Tuba City, AZ 86045</th>
</tr>
</thead>
</table>

**City, State, Zip**

<table>
<thead>
<tr>
<th>4/19/19</th>
</tr>
</thead>
</table>

**Date**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**Print Contact Name and Title**

**BOARD APPROVAL**

**Signed:**

**Date:**

**District 1:**

**District 2:**

**District 3:**

**District 4:**

**District 5:**
1. Describe specific service(s) provided using these funds:

The Tuba City Chapter House in collaboration with local entities and community volunteers would like to offer a Community celebration in observance of Independence Day 2019. This event is designed to bring the community together and provide a positive family-friendly environment. The Tuba City Chapter Staff and community partners (volunteers and various businesses) will be sponsoring numerous events including a mini-carnival, family games, musical entertainment, free food for the community, and a fireworks show. All activities will take place on July 3, 2019.

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

This event is designed to help bring the community together and provide positive family-friendly activities that all can enjoy. We also want to make every effort possible to minimize members of our community travelling out-of-town to celebrate the holiday. Some families do not have the financial means to travel elsewhere, while other families must travel the busy highways, often heading home at night after the conclusion of their celebration(s). This event is not only designed to provide a positive community event, but also with an emphasis on keeping our community members close to home which minimizes the dangers and hazards of long-distance travel and inappropriate celebration activities. In previous years, the community Independence Day Celebrations have been tremendously successful and brought families and the community together like no other events prior. Thousands of people from all over the area came out to celebrate together. It is our hopes that this event continues to occur annually, giving our community a free positive event that truly supports a strong family and community.

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

The Independence Day Celebration is open to all individuals from Tuba City and the surrounding communities. This will be a family-friendly environment geared toward people of all ages. All are welcomed.

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

The success of the event will be determined by attendance and overall community engagement. Feedback from previous Independence Day Celebrations has been predominately positive. Thousands of people from all over Northern Arizona and The Four-Corners area have attended this event and it continues to grow each and every year.

5. List other funding sources for this program:

At this time, the Tuba City Chapter is seeking partners and requesting for other sponsors. We are seeking sponsors who will be able to host specific events, volunteer their time, and provide monetary donations whenever possible. Each year this event grows in popularity and attendance. We anticipate more involvement from other community agencies.

6. Has Coconino County funded this organization before? Yes__ XX__ No__

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

Yes. Supervisor Lena Fowler has worked with the Tuba City Chapter in relation to community events in the past. The Tuba City Chapter and Coconino County Supervisor's office have partnered in sponsoring previous Independence Day Celebrations which have proven to be very successful. Based on previous reports, "all agreements and expense reports have been submitted."

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

Tuba City and members from numerous surrounding communities (which includes Cameron, Gray Mountain, Tonalea,
Bodaway-Gap, Shonto, Coppermine, Moenkopi, Hotevilla, Page, Flagstaff, etc.) come together annually to enjoy a very well organized and entertaining Independence Day Celebration, which is sponsored by Supervisor Lena Fowler and other entities in the community. This celebration has grown into a major community event and has been featured in our local and regional newspapers. The Tuba City Independence Day has grown into one of the most anticipated family/community celebrations of the year which now attracts people from all over the southwest. It is estimated that between 3,000 – 5,000 attend this event, with thousands more parking along the roads or enjoying the event from their back yards. This event allows Tuba City residents and those from local communities to enjoy festivities close to home and minimize long distance traveling. This minimizes the risks associated with traveling late at night and inappropriate celebrations which may include alcohol and/or drugs which in turn minimizes the risk of vehicle accidents. The primary purpose of this event is to promote family interaction and a positive community spirit. Each year this event brings the community closer together, strengthening the bond we all share. In previous years other agencies and departments have come out to support this event by providing education and awareness to the community on issues related to health, family violence, suicide prevention, drug/substance abuse, and individual safety. Some agencies use this event for fundraising purposes. Our local Fire Department, Police Department, and school departments have all used this event as a platform to help raise money or promote good cause. From the smiles on the children’s faces to the overall feeling of togetherness, there on the are so many positive outcomes to this event and most of the positive differences are hard to measure, but obviously present nonetheless. This event has such a positive impact on our community and it is vital that it continue year after year.

7. **Total Project cost:** $36,500.00

8. **Total Amount Requested:** $2,000

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

<table>
<thead>
<tr>
<th>Supplies and Equipment</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Conference Registration Fees</td>
<td>$</td>
</tr>
<tr>
<td>Labor Costs or Contract Wages</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Other, please specify:

| $ |
| $ |

Total: $2,000

10. **Note any other information that will assist in the decision-making process.**
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)  
(Printed name)  

Clerk to complete following Board approval:

Total amount of grant: $______________

Date of award: _____________________
**W-9**

**Request for Taxpayer Identification Number and Certification**

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

<table>
<thead>
<tr>
<th>1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td><strong>To'Nanees'Dizi Local Government</strong></td>
</tr>
<tr>
<td>3. Check appropriate box for federal tax classification; check only one of the following seven boxes:</td>
</tr>
<tr>
<td>☐ Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>☐ S Corporation</td>
</tr>
<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Trust/estate</td>
</tr>
<tr>
<td>☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td>☐ Exempt payee code (if any)</td>
</tr>
<tr>
<td>☐ Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>(Applies to accounts maintained outside the U.S.)</td>
</tr>
<tr>
<td>5. Address (number, street, and apt. or suite no.)</td>
</tr>
<tr>
<td>PO BOX 727</td>
</tr>
<tr>
<td>Tuba City, AZ 86045</td>
</tr>
<tr>
<td>6. City, state, and ZIP code</td>
</tr>
<tr>
<td>7. List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

**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**

**Employer identification number**

86-0717267

**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 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.

**Signature of U.S. person**

Date

**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.

Cat. No. 10931X

Form W-9 (Rev. 12-2014)
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Miranda Morales, Executive Assistant to the Board of Supervisors

SUBJECT: Consideration and possible action regarding a budget adjustment from District 5 Community Initiatives funds in the amount of $3,000 to District 5 Operations to increase financial support for District 5 operations.

RECOMMENDED MOTION:

Approve a budget adjustment from District 5 Community Initiatives funds in the amount of $3,000 to District 5 Operations to increase financial support for District 5 operations.

BACKGROUND:

The funds will provide additional support for District 5 Operations to continued lobbying efforts of economic development efforts regarding the closure of the Navajo Generating Station.

ALTERNATIVES:

Not approve the Budget Adjustment.

FISCAL IMPACT:

Transfer $3,000 from District 5 Community Initiatives funds to District 5 Operations.

ATTACHMENTS:

1 - Staff Report
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Consideration and possible action regarding appointment of John Haro to the Coconino County Hispanic Advisory Council for a four-year term to expire May 20, 2023.

RECOMMENDED MOTION:

Approve the appointment of John Haro to the Coconino County Hispanic Advisory Council for a four-year term to expire May 20, 2023.

BACKGROUND:

Staff recommends the Board of Supervisors approve the appointment of John Haro to the Coconino County Hispanic Advisory Council for a four-year term to expire May 20, 2023.

The Hispanic Advisory Council was organized in 2001 to review and make recommendations to the Board of Supervisors concerning existing and proposed city, county, state and federal issues Hispanics in Coconino County. Currently, the Council has five members: Ruth Eaton, Barb Mendez, Frank Moraga, Patty Garcia, Miguel Vasquez.

ALTERNATIVES:

Not appoint John Haro to the Council.

FISCAL IMPACT:

There are no fiscal impacts.

ATTACHMENTS:

1 - Staff Report
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Gary Krcmarik, Coconino County Court Administration

SUBJECT: Consideration and possible action regarding approval of Fiscal Year 2019 Recovery Court program grants which includes the Drug, Gang and Violent Crime Control Program fund totaling $31,870, the Fill the Gap fund totaling $36,302 and use of partial Local Fill the Gap 5% set-aside fund balance totaling $138,606.28.

RECOMMENDED MOTION:

Approve Fiscal Year 2019 Recovery Court program grants which includes the Drug, Gang and Violent Crime Control Program Grant totaling $31,870, the Fill the Gap Grant totaling $36,302 and use of partial Local Fill the Gap 5% set-aside fund balance totaling $138,606.28.

BACKGROUND:

The Drug, Gang and Violent Crime Control Program (DGVCCP) fund administered through the Arizona Criminal Justice Commission and the Administrative Office of the Courts totaling $31,870 funds a portion of the Division I Judge’s Salary and benefits. The Division I Judge’s salary is also funded with a General Fund increment.

The Fill the Gap (FTG) fund administered through the Administrative Office of the Courts totaling $36,302 provides funding to assist in improving felony case processing primarily through the Recovery Court program. The grant allows use of the local Fill the Gap 5% set-aside fund balance, totaling $138,606.28, which funds a portion of the Recovery Court program including: salary/ERE for the Coordinator, Surveillance Officers, Administrative Support staff, a portion of the Division I Judge's salary, operations, treatment services, substance use monitoring, training and travel and the funding of a settlement judge.

ALTERNATIVES:

The Recovery Court program is funded by the Coconino County General Fund, grants and the Fill the Gap surcharges/appropriations. These funds are critical to continuing the Recovery Court program.
FISCAL IMPACT:

These grants are reoccurring and were included in the Fiscal Year 2019 budget process.

ATTACHMENTS:

1 - Staff Report
2 - FTG FY19 APPLICATION
3 - DGVCCP FY19 FUNDING AGREEMENT
4 - DGVCCP FY19 PERFORMANCE MEASURES
# FILL THE GAP (FTG) APPLICATION

## A. APPLICANT INFORMATION

1. **COURT NAME:** SUPERIOR COURT IN AND FOR COCONINO COUNTY

2. **CONTACT PERSON:** SIXTO VALDIVIA

3. **TITLE:** COORDINATOR

4. **ADDRESS (STREET, CITY, STATE, ZIP):** 200 N. SAN FRANCISCO ST., FLAGSTAFF, AZ 86001

5. **PHONE:** 928-679-7520

6. **FAX:** 927-679-7505

7. **E-MAIL ADDRESS:** SVALDIVIA@COURTS.AZ.GOV

## B. BUDGET INFORMATION

8. **PROJECT TITLE:** RECOVERY COURT PROGRAM

9. **BEGIN DATE:** JULY 1, 2018

10. **END DATE:** JUNE 30, 2019

<table>
<thead>
<tr>
<th>AMOUNT STATE FTG REQUESTED</th>
<th>AMOUNT LOCAL FTG REQUESTED</th>
<th>LOCAL BALANCE (COURT PORTION):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 36,302</td>
<td>$ 396,158</td>
<td>$ 138,606.28</td>
</tr>
</tbody>
</table>

11. **LOCAL BALANCE (COURT PORTION):**

   - **As Of:** 3/5/19
   - (CERTIFIED BY LOCAL FINANCE) AWAITING FY19 FTG 5% SET-ASIDES

12. **OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE $ AMOUNT):**

   - **NEW REQUEST**
   - **CONTINUE PROJECT – TIME & $**
   - **CONTINUE PROJECT – ADDITIONAL STAFF**
   - **EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS**

   - GPT #1603FTG001

   - GPT #

## C. PROJECT INFORMATION

13. **DESCRIPTION OF PROJECT PLAN.**
In Superior Court, fill the Gap (FTG) funds will continue to be used to partially fund the Salary and ERE for a General Jurisdiction Judge, a full-time coordinator for Recovery Court, 1.25 Surveillance Officers in Recovery Court, a part-time administrative assistant in Recovery Court, professional and supportive services, training and travel for the Recovery Court team and other operational expenses to expedite case processing in accordance with the performance measures. FTG is also used to fund a pro tempore Superior Court Judge to conduct felony criminal settlement conferences to assist the state and defense in resolving cases in a quicker manner. Settlement conferences and Recovery Court help improve case processing time and Recovery Court provides participants with treatment services and court monitoring to ensure they participate in treatment and follow terms of probation. The Division 1 Judge, Ted S. Reed, presides over the Recovery Court program and is a Judicial Officer hearing all matters in Superior Court. Aside from the Recovery Court, other duties include, Juvenile Court Presiding Judge, Duty Court rotation and all other General Jurisdiction Judicial duties as needed and assigned.

Recovery Court diverts alcohol and drug related cases currently pending in the Coconino County Court system pending adjudication. The Recovery Court expedites charging, plea negotiation, sentencing and program placement within the limited jurisdiction courts and Superior Court. This is a team approach with active team members from the: County Attorneys’ Office, Public Defender’s Office, Court Administration, the Probation Department, treatment providers and the Superior Court Judge. Once cases are referred for Recovery Court, the Coordinator, Deputy County Attorney and Deputy Public Defender review the cases for eligibility and manage the pending list to ensure a Change of Plea hearing is set in a timely manner.

Recovery Court was developed for individuals who are high risk for failing out of standard probation programs and have high needs for clinical disorders. Recovery Court participants are required to attend 192 hours of outpatient treatment and weekly status conferences with the Judge; provide regular random urinalysis tests; attend support group meetings; meet with probation officers; pay fines and fees; and work and/or attend school. Any substance use or program non-compliance results in immediate response from the Recovery Court Judge and if a higher level of treatment is needed the participant is referred to the next level; typically, residential treatment. The result is that the recidivism rate of these high-risk offenders is reduced. 148 participants were served by the Recovery Court in FY2018.

The Court receives funding from other AOC grants and County funding to completely fund the program.

The FY2019 Plan is to budget for the following:
- Recovery Court Coordinator – 1.00 FTE (100% salary/ERE)
- Recovery Court Surveillance Officers 1.25 – (125% salary/ERE)
- Recovery Court part-time Administrative Support II staff .50 (50% salary/ERE)
- Recovery Court Judge .22 (22% salary/ERE)
- Settlement Judge (hourly rate)
- Professional Services (Treatment, Urinalysis Tests, Incentives)
- Operational Expense
- Training and Travel

In the Page and Fredonia Justice Courts FTG will fund a 12-month comprehensive treatment program for six individuals with DUI or drug-related cases in the Page Justice or Fredonia Justice Courts. The program is for non-violent offenders and includes regular court appearances before a DUI/Drug Court Judge, treatment supervised by Encompass Health Services, individual and group counseling, drug testing, regular meetings with a probation officer and support group attendance. A counselor or probation officer assists participants with obtaining assessment for education and skill-related need and provides referrals for vocational training, education and/or job placement services as needed. This is an ongoing program with future funding through grants, enhancement, and supervision fee paid by participants and private, federal, or state insurance as applicable. FTG will specifically fund urine drug and alcohol monitoring and outpatient substance disorder treatment services.

The DUI/Drug Court team consists of the Honorable Page Justice of the Peace Donald G. Roberts, the Honorable Fredonia Justice of the Peace Serena Cutchen, Coconino County Attorney William Ring or his representative, Ronald Macdonald and/or other treatment providers, Adult Probation Officer Steve Gaethje or his representative and a defense attorney from the Coconino County Public Defender’s office.
FTG Application

**Fill The Gap(FTG) funds will be used in the Williams Justice Courts** to fund a portion of a new electronic document case management system (EDMS). EDMS will help streamline and expedite the flow of our case management and will increase efficiencies to provide better customer services to all of our customers and will improve case management time standards. Fill The Gap funds will be used for the initiation of this project. The Court intends to cover any additional implementation costs with other special revenue funds and anticipates requesting annual ongoing FTG funding for the EDMS service agreement and maintenance, but at a much-reduced cost after implementation. The Court also anticipates entering into an Inter-governmental agreement (IGA) with the City of Flagstaff to allow for administrative support and assistance with this project. FTG will fund scanners and software licenses.

**14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.**

The Recovery Court Coordinator and attorneys from the County Attorney’s and Public Defender’s Office manage cases referred from Superior Court and limited jurisdiction courts to ensure eligibility and transition into Recovery Court. The Superior Court Case Manager and Recovery Court Coordinator will continue to attend quarterly Felony Task Force meetings whose goal is to work on strategies that improve case flow of felony cases. The Recovery Court Judge, Coordinator, other members of the Recovery Court Advisory Board and system wide criminal justice partners attend the Felony Task Force meetings. These partners attend the meetings to discuss and resolve issues as each stakeholder impacts case processing uniquely and can represent their duties, issues and recommendations.

Funding is needed for the Probation Department to monitor Recovery Court participants in the field. Probation monitoring includes: field contacts, breath and urinalysis tests, holding participants accountable to the rules of the program, and reporting compliance to the Recovery Court Team and Judge every week. The coordinator conducts screenings of all referrals using an extensive social history interview, evidence-based screening tools such as the Offender Screening Tool, the Impaired Driving Assessment and the Adult Substance Use Survey-Revised to ensure the referrals are high risk and need. Additionally, the coordinator manages operations, captures data, ensures policy compliance, manages contracts/vendors, conducts care coordination and manages approved cases. The assistant manages the Recovery Court calendar and documents discussion and actions during staffing meetings and status conferences. This grant funds: a portion of the Division 1 Judicial Officer salary, the settlement judge salary, the Recovery Court Coordinator position and administrative assistant. Treatment services, illicit substance use testing, transportation assistance, incentives, training and travel are also funded through this grant.

**Page and Fredonia Justice Courts**

While the people of Page, Fredonia and surrounding communities face many of the same substance abuse related challenges as larger communities, our citizens face the additional obstacle of significant distance between them and specialized programs and services designed to help them face those challenges. This program helps close that distance. This program allows participants the opportunity to remain in the community they live and work, close to family and the support systems they’ll need on their journey. Since 2010, 74% of the 64 participants have graduated from the program.

**Williams Justice Court**

The Williams Justice Court typically has between 4500 and 5200 cases filed each year and our goal is to implement an electronic document management system by Fiscal Year 2020. Our plan is to collaborate with Flagstaff City Court to partner with them in the use of their EDMS system. This collaboration will help reduce our costs as compared to completing this project on our own. Our staff works closely with Flagstaff City court staff during the EDMS conversion process. By implementing EDMS in our Court we will increase our efficiencies and allow for all staff to have quick and easy electronic retrieval of court documents. With these improvements and efficiencies, the court will be able to provide better and more efficient customer service to all court users because of more readily accessible information and documentation. EDMS will also improve time management for all case processing including our criminal and civil cases, will reduce the need for storage space, provide data integrity, disaster recovery, backups, and will also provide off site storage of data and server redundancy.
15. LIST THE PROJECT’S PERFORMANCE MEASURES.

**Superior Court**

**Objective:** Decrease caseflow timelines.
**Measurement:** Statistics will be collected by the Caseflow Manager and the Recovery Court Coordinator.

**Objective:** Improve Felony case processing times for Recovery Court participants.
**Measurement:** Statistics will be collected by the Caseflow Manager and the Recovery Court Coordinator.

**Objective:** To provide treatment to more offenders with substance use disorders.
**Measurement:** The Recovery Court program will compile the total number of defendants who plea into the program to document provision of treatment to more offenders with substance use disorders.

**Objective:** Results of regular urinalysis tests will be documented and analyzed by the Recovery Court Coordinator in order to demonstrate the elimination of the use of alcohol and drugs.
**Measurement:** Results of urinalysis tests will be collected by the Recovery Court Coordinator.

**Objective:** Maintain Recovery Court retention rates above 75%.
**Measurement:** Statistics gathered through the Recovery Court Coordinator’s Office

**Objective:** Maintain employment rates above 80% prior to graduation from Recovery Court.
**Measurement:** Statistics collected by Adult Probation staff.

**Objective:** Achieve a participant recidivism rate less than 20% which will be verified by arrests.
**Measurement:** Arrest statistics gathered by the Recovery Court Coordinator.

**Objective:** Require participants to attend sober support meetings/activities.
**Measurement:** Number of contacts will be collected at the Recovery Court Coordinator’s Office.

**Williams Justice Court**

**Objective:** Decrease caseflow timelines
**Measurement:** Statistics could be collected

**Objective:** Improve criminal case processing work flow for all staff
**Measurement:** Statistics could be collected

**Page and Fredonia Justice Courts**

Achieve a graduation rate of at least 50% of the new participants

---

**D. BUDGET (SUPERIOR COURT)** (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE):

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$245,560</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$105,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$13,600</td>
</tr>
<tr>
<td>Other Operating</td>
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<tr>
<td>Office Equipment</td>
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<td>Computer Equipment</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$424,960</strong></td>
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### E. Budget (Clerk of the Court)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
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<td>Professional Services</td>
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<tr>
<td>Travel</td>
<td>$</td>
</tr>
<tr>
<td>Other Operating</td>
<td>$</td>
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<tr>
<td>Office Equipment/Furniture</td>
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<td>Computer Equipment</td>
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<td><strong>Total</strong></td>
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### F. Budget (Justice Court)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$</td>
</tr>
<tr>
<td>Professional Services (Page J.C. – DUI/Drug Court UAS $480; Treatment $7,020)</td>
<td>$ 7,500</td>
</tr>
<tr>
<td>Travel</td>
<td>$</td>
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<tr>
<td>Other Operating</td>
<td>$</td>
</tr>
<tr>
<td>Office Equipment</td>
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<td>Computer Equipment</td>
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<td><strong>Total</strong></td>
<td>$ 7,500</td>
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### G. Personnel Expenditure Detail

#### Superior Court

<table>
<thead>
<tr>
<th>Number of Positions</th>
<th>Position Description (use additional sheets if necessary)</th>
<th>Salary Amount (Include ERE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>.22</td>
<td>Recovery Court Judge (@8.8hpw) 22% FTE</td>
<td>$43,924</td>
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<tr>
<td>1.00</td>
<td>Recovery Court Coordinator (40/hpw) 100% FTE</td>
<td>$80,840</td>
</tr>
<tr>
<td>1.00</td>
<td>Surveillance Officer (40/hpw) 100% FTE</td>
<td>$77,125</td>
</tr>
</tbody>
</table>
FTG Application

<table>
<thead>
<tr>
<th>.25</th>
<th>Surveillance Officer (10/hpw) 25% FTE</th>
<th>$23,544</th>
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<tbody>
<tr>
<td>.50</td>
<td>Admin. Support II (20/hpw) 50% FTE</td>
<td>$20,128</td>
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<tr>
<td>Total</td>
<td></td>
<td>$245,560</td>
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</table>

CLERK OF THE COURT

<table>
<thead>
<tr>
<th>Number of Positions</th>
<th>Position Description (use additional sheets if necessary)</th>
<th>Salary Amount (Include ERE)</th>
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</thead>
<tbody>
<tr>
<td></td>
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JUSTICE COURTS

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<th>Number of Positions</th>
<th>Position Description (use additional sheets if necessary)</th>
<th>Salary Amount (Include ERE)</th>
</tr>
</thead>
<tbody>
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<td>$</td>
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<tr>
<td>Total</td>
<td></td>
<td>$0</td>
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</tbody>
</table>
### H. Equipment Expenditure Detail

#### Superior Court

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

#### Clerk of the Court

<table>
<thead>
<tr>
<th>Type of Equipment/Furniture/Other Operating</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

#### Justice Court

<table>
<thead>
<tr>
<th>Type of Equipment/Furniture/Other Operating</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>$</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
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## I. Signatures of Submitting Parties

<table>
<thead>
<tr>
<th>Agree</th>
<th>Disagree (Attach Explanation)</th>
<th>Agree</th>
<th>Disagree (Attach Explanation)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mark 2 Moran</td>
<td>4/15/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presiding Judge Superior Court</td>
<td>Date</td>
<td>Chairman, Board of Supervisors</td>
<td>Date</td>
</tr>
<tr>
<td>Mark R. Moran</td>
<td></td>
<td>Please Print Name</td>
<td>Please Print Name</td>
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<tr>
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<tr>
<td>Agree</td>
<td>Disagree (Attach Explanation)</td>
<td>Agree</td>
<td>Disagree (Attach Explanation)</td>
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<td></td>
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<tr>
<td>Valerie Wyant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerk of the Superior Court</td>
<td>Date</td>
<td>Presiding Justice of the Peace</td>
<td>Date</td>
</tr>
<tr>
<td></td>
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<td>Valerie Wyant</td>
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<td></td>
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<tr>
<td>Please Print Name</td>
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<td></td>
<td></td>
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</tbody>
</table>

Submit completed application to:

csd.grants@courts.az.gov

or

Grant Specialist
Court Services Division
Administrative Office of the Courts
1501 W. Washington, Suite 410
Phoenix, AZ 85007
Arizona Supreme Court, Administrative Office of the Courts

FUNDING AGREEMENT for
THE ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM (DGVCCP) GRANT

Coconino County Superior Court

Fiscal Year 2019, Cycle 32
July 1, 2018–June 30, 2019

This Agreement is entered by and between the Administrative Office of the Courts, herein referred to as the “AOC,” on behalf of the Arizona Supreme Court and the Coconino County Superior Court, herein referred to as “Grantee” in accordance with A.R.S. §41-2405(B)(6).

RECITAL

Pursuant to A.R.S. §41-2405(B)(6), drug, gang, and violent crime control funds, through the Arizona Criminal Justice Commission (ACJC) grant, are provided to the Grantee to enhance the ability of the courts to provide services to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders. Grant funds shall only be expended on adult offenders.

This agreement, the Addendum A, and attachments establish the terms and conditions for the allocation of ACJC grant funds to the Grantee. The Grantee agrees to expend grant funds in accordance with the budget set forth in the Addendum A for purposes of implementing the plan approved by the AOC and ACJC.

TERMS AND CONDITIONS

1. Terms of Agreement

This agreement becomes effective on July 1, 2018 and shall remain in effect through June 30, 2019.

2. ACJC Grant Agreement

The Grantee agrees to abide by all provisions of the DGVCCP agreement.

3. Modification and Termination

This agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability, (b) statutory changes in the program, (c) the Grantee’s failure to implement or operate the approved plan, (d) the Grantee’s non-compliance with this agreement, A.R.S. §41-2405(B)[6], or the ACJC grant agreement, (e) requisite reports are not received within the timeframes set in Section 5 of this agreement, (f) established performance measures are not achieved, and/or (g) other circumstances that necessitate such
action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement.

Any modifications to the plan, addendum A, or funding agreement must be approved in writing by the AOC.

4. **Fund Accounting**

Funds distributed to the Grantee shall be deposited in a special revenue fund established for the execution of this agreement as stated in Section III (B) of the Auditor General’s Uniform Accounting Manual for Arizona Counties.

5. **Expenditures**

a. **Distribution of Funds**

The AOC may retain all or any portion of the funds allocated to the Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of the Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of the Grantee and to be disbursed to the Grantee are set forth in Addendum A. The AOC may periodically modify the distribution of funds contained in the Addendum A based on its determination of the Grantee’s need for and usage of grant funds.

b. **Reporting Requirements**

The Grantee agrees to submit periodic financial and performance reports as required by the AOC. The Grantee shall submit quarterly performance and financial status reports in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Report Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>July 1, 2018 to September 30, 2018</td>
<td>October 16, 2018</td>
</tr>
<tr>
<td>2nd</td>
<td>October 1, 2018 to December 31, 2018</td>
<td>January 16, 2019</td>
</tr>
<tr>
<td>3rd</td>
<td>January 1, 2019 to March 31, 2019</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td>4th</td>
<td>April 1, 2019 to June 30, 2019</td>
<td>July 16, 2019</td>
</tr>
</tbody>
</table>

**Closing Report**

August 5, 2019

In the event reports are not received on or before prescribed dates, funding will be suspended until delinquent reports are received.

c. **Unexpended Funds**

Funds unexpended as of June 30, 2019 shall be reverted to the AOC no later than August 5, 2019. The Grantee agrees to expend all encumbered funds within sixty (60) days of expiration of this grant, and all goods and/or services must be received by the Grantee within sixty (60) days expiration of this grant. Any reverted funds shall be submitted with a closing financial statement signed by the Presiding Superior Court Judge.

d. **Inappropriate Expenditures**

The Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. The Grantee agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget, this agreement, and A.R.S. §41-2405(B)[6].
e. **Budget Modifications**
Funds shall not be moved to or from any budget category without prior written approval from the AOC. All budget modifications shall be in accordance with the AOC Budget Modification Policy and the DGVCCP grant award and agreement.

f. **Termination of Funding**
If this agreement is terminated prior to June 30, 2019, all unexpended funds in the possession of the Grantee shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: a closing financial statement.

6. **Limitation on Expenditures**
It is expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are to be expended to provide direct services in accordance with the approved plan, the requisite Addendum A, and the funding agreement. It is further expressly agreed upon by the AOC and the Grantee that funds distributed pursuant to this agreement are not to be expended for any indirect costs that may be incurred by the Grantee for administering these funds. This includes, but is not limited to, cost for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee to administer these funds.

7. **Use, Loss, and Disposition of Equipment**
Equipment is a restricted category. Express written approval from ACJC and the AOC is required for the purchase of equipment. Equipment must be used as required in the approved plan for at least five (5) years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the Presiding Judge. The Grantee is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment which is no longer needed or usable shall be placed in surplus as required by this agreement. If no such requirements are included in this agreement, then local surplus property procedures may be utilized. Prior approval for the disposition of equipment must be obtained from the AOC before any action is taken.

8. **Non-Supplanting**
The Grantee agrees that grant funds will not be used to supplant state and local funds that would otherwise have been available to provide services to enhance drug, gang, and/or related violent crime control efforts to: deter, investigate, prosecute, adjudicate, and treat drug, gang, and related violent offenders.

9. **Books and Records**
   a. **Financial Records and Examination**
The Grantee shall maintain and require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Grantee, state, or federal auditors as applicable, and
any other persons duly authorized by the AOC shall have full access and the right to: examine, audit, copy, and make use of all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation
As a condition of receipt of grant funds, the Grantee agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this agreement shall be retained by the Grantee and its subcontractors for no less than five (5) years from the last financial report submitted to the AOC, or until after the resolution of any audit questions or contract disputes, whichever is longer. Authorized agents of the AOC shall have full access and the right to: examine, copy, and make use of all said materials. The Grantee further agrees that authorized agents of the AOC shall have the right to conduct onsite visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

10. Performance and Liability
Except as otherwise provided by law, in the performance of this agreement and the Grantee's approved plan, both parties will act in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for actions of its employees under this agreement.

11. Insurance Requirements
If contractors are used to provide services under this funding agreement, contractors shall comply with all insurance requirements as set forth in the DGVCCP grant agreement insurance requirements.

COCONINO COUNTY
SUPERIOR COURT

By: 

Presiding Superior Court Judge

Date: 8/27/18

ARIZONA SUPREME COURT
Administrative Office of the Courts

Mike
By: Baumstark

Mike Baumstark, Deputy Director
ADDENDUM A
DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM
COCONINO COUNTY ADJUDICATION
FY 2019

Addendum date: August 3, 2018
Note: This addendum supersedes all previously dated addendums.

TOTAL AMOUNT AWARDED: $31,870

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>APPROVED FTE'S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - PO/PO</td>
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</tr>
<tr>
<td>Personnel - Other</td>
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</tr>
<tr>
<td>Total</td>
<td>0.22</td>
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</table>

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>APPROVED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel - Case Carrying PO/PO</td>
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<tr>
<td>B. Personnel - Other</td>
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<tr>
<td>C. ERE - PO/PO</td>
<td>$ -</td>
</tr>
<tr>
<td>D. ERE - Other</td>
<td>$ 7,222</td>
</tr>
<tr>
<td>E. Overtime</td>
<td>$ -</td>
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</table>

TOTAL AMOUNT TO BE DISBURSED: $31,870

PROJECTED DISBURSEMENTS DATES:

<table>
<thead>
<tr>
<th></th>
<th>October 15, 2018</th>
<th>December 15, 2018</th>
<th>March 15, 2019</th>
<th>June 15, 2019</th>
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<tr>
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<td>$7,330</td>
<td>$7,968</td>
<td>$8,286</td>
<td>$8,286</td>
</tr>
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</table>

TOTAL GRANT MATCH AMOUNT: $10,623

Signed: Dori Ege
Digitally signed by Dori Ege
Date: 2018.08.07 12:18:43

Director, Adult Probation Services Division, AOC

Signed: [Signature]
Presiding Superior Court Judge

N:\ASD\FY2019\DGVC\DGVC\Addenda-FY19
Grant Funded Position:

1) Drug Court Judge at 22% = at least 22% of work time spent on grant related activities.

Performance Measure #1

Mission Statement: To require abstinence and accountability, and promote recovery through a court-supervised treatment program which reduces crime, improves community safety, and leads the participant to a healthier, more productive lifestyle.

Goal: To offer an alternative to incarceration through Drug Court opportunities for drug and drug related offenders.

Objective: To increase the Drug Court graduation rate for drug offenders.

<table>
<thead>
<tr>
<th>FY 2018</th>
<th>Total</th>
<th>FY 2019</th>
<th>Target</th>
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</thead>
<tbody>
<tr>
<td>Exits</td>
<td>65</td>
<td>Exits</td>
<td>58</td>
</tr>
<tr>
<td>Graduates</td>
<td>45</td>
<td>Graduates</td>
<td>40</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>69%</td>
<td>Graduation Rate</td>
<td>69%</td>
</tr>
</tbody>
</table>

Calculation: Total number of Drug Court graduates during the reporting period divided by the total number of Drug Court exits during the reporting period.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Townsend, Deputy County Manager/Finance Director

SUBJECT: Consideration and possible action regarding approval of the third renewal of the Agreement between IMEG, Inc. and Coconino County, for on-call professional electrical engineering services, from June 1, 2019 to May 31, 2020, up to $250,000 per project.

RECOMMENDED MOTION:

Approve the third renewal of the Agreement between IMEG, Inc. and Coconino County, for on-call professional electrical engineering services, from June 1, 2019 to May 31, 2020, 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 third renewal of the Agreement to provide structural engineering services for a one-year period beginning June 1, 2019 through May 31, 2020.

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
4 - EXHIBIT A - RATES
This THIRD 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 1year term with 4 additional 1 year renewals; and

E. The parties wish to renew the Agreement for a 3rd 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, 2019, through the 31st day of May, 2020.

2. The compensation is 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 ____________________________
Art Babbott
Chairman, Board of Supervisors

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this ___ day of ________, 20__.

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
# Certificate of Liability Insurance

**Certificate Number:** 15804582  
**Revision Number:** XXXXXXX

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

**Producer:** IMEG Corp.  
623 26TH AVENUE  
ROCK ISLAND IL 61201

**Insurer:** Liberty Mutual Fire Insurance Company  
23035  
Insurer:  
Travelers Property Casualty Co of America  
25674  
Insurer:  
LM Insurance Corporation  
33600  
Insurer:  
Continental Casualty Company  
20443

### Coverages

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<thead>
<tr>
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<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>Claims-Made X Occur</td>
<td>Y Y TBS291469980309</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>MED EXP/ [Any one person]: $10,000</td>
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<td>PERSONAL &amp; ADJ INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS - COMPRO AGG: $2,000,000</td>
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<td>Automobile Liability</td>
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<td>1/1/2019</td>
<td>1/1/2020</td>
<td>D那段</td>
<td>COMP. TO SINGLE LIMIT: $1,000,000</td>
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<td>MEDICAL INJURY (Per Person): $XXXXXX</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADJ INJURY: $XXXXXX</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE: $XXXXXX</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per Accident): $XXXXXX</td>
</tr>
<tr>
<td>B</td>
<td>Umbrella Liability</td>
<td>Occur Claims-Made</td>
<td>Y Y ZUP71N0717619</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE: $10,000,000</td>
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<tr>
<td></td>
<td>Excess Liability</td>
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<td></td>
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<td>$XXXXXX</td>
</tr>
<tr>
<td>C</td>
<td>Workers Compensation and Employers' Liability</td>
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<td>Y/N</td>
<td>WC29146998039</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
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</tbody>
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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

*** See Attachment ***

**Certificate Holder:** 15804582  
**Coconino County**  
**Scott Richardson**  
219 E. Cherry Street  
Flagstaff, AZ 86001

**Cancellation:** See Attachments

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:**

© 1988-2015 ACORD Corporation. All rights reserved.
COCONINO COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY, AND THESE COVERAGE 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.
**Policy Number:** TB5Z91469988029

**Commercial General Liability**

**Cg 20 37 07 04**

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>
</tr>
</tbody>
</table>

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: AS2Z9146998019

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.
POLICY NUMBER: TB5Z91469988029

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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.
POLICY NUMBER: TB5Z91469988029  

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Of Additional Insured Person(s) Or Organization(s):</td>
</tr>
<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>
</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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</thead>
<tbody>
<tr>
<td>Client Executive</td>
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<tr>
<td>Project Executive</td>
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<tr>
<td>Senior Engineer Technical Specialist</td>
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<tr>
<td>Senior Engineer III</td>
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<td>Senior Engineer</td>
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<tr>
<td>Project Engineer II</td>
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<tr>
<td>Project Engineer</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Senior Designer Technical Specialist</td>
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<tr>
<td>Designer</td>
<td>$95</td>
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<tr>
<td>Senior Medical Equipment Planner</td>
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<td>Medical Equipment Planner</td>
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<tr>
<td>Sr. Commissioning Authority/Engineer</td>
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<tr>
<td>Project Commissioning Authority/Engineer</td>
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<tr>
<td>Commissioning Authority/Engineer</td>
<td>$120</td>
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<tr>
<td>Senior Construction Administrator</td>
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<td>Construction Administrator</td>
<td>$115</td>
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<tr>
<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>
<td>$80</td>
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<tr>
<td>Administrative Assistant</td>
<td>$75</td>
</tr>
</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: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Michael Townsend, Deputy County Manager/Finance Director

SUBJECT: Consideration and possible action regarding approval of the third renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County, for on-call professional structural engineering services, from June 1, 2019 to May 31, 2020, up to $250,000 per project.

RECOMMENDED MOTION:

Approve the third renewal of the Agreement between Hubbard Merrell, Inc. and Coconino County, for on-call professional structural engineering services, from June 1, 2019 to May 31, 2020, 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 third renewal of the Agreement to provide structural engineering services for a one-year period beginning June 1, 2019 through May 31, 2020.

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
4 - EXHIBIT A - RATES
This THIRD 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 1year term with ___4___ additional ___1___ year renewals; and

C. The parties wish to renew the Agreement for a ___3rd___ 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 ___August___ , 2019, through the ___31st___ day of ___July___, 2020.

2. The compensation is 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 ________, 20__.

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Deputy County Attorney
**CERTIFICATE OF LIABILITY INSURANCE**

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 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

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

**CONTACT**
Prof. Underwriters of Arizona

**PRODUCER NAME:** 480-483-0440

**PHONE:** 480-483-0440

**FAX:** 480-948-7752

**EMAIL ADDRESS:** jeff@proundunderwriters.com

**INSURER A:** RLI Insurance Company

**INSURER B:** Navigators Insurance Company

**POLICY NUMBER:** PSB0001601

**PRESUMED ADDRESS:** N/A

**COMMERCIAL GENERAL LIABILITY**

<table>
<thead>
<tr>
<th>LIMITS</th>
<th>EACH OCCURRENCE</th>
<th>DAMAGE TO RENTED PREMISES (Ex. Occurrence)</th>
<th>MED EXP (Any one person)</th>
<th>PERSONAL &amp; ADJ. INJURY</th>
<th>GENERAL AGGREGATE</th>
<th>PRODUCTS - COMPL/AGG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$10,000</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY**

**ANY AUTO OWNED, AUTOS ONLY**

**SCHEDULED AUTOS**

**Hired, Non-Owned Autos Only**

**BIKE & WOS**

**UMBRELLA/LIAB**

**EXCESS LIAB**

**DED RETENTION $**

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

**ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/EMPLOYEE EXCLUDED?** (Mandatory in NH)

**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, PPA309 03 13, WC000313

**COCCON04**

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

**AUTHORISED REPRESENTATIVE**

**NOTE:** The ACORD name and logo are registered marks of ACORD

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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 5b. 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 “incident” 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 your 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.)

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

Policy No. PSW0001485
Endorsement No. Premium 1143
Countersigned by ________________________________

## Hubbard Merrell Hourly Rates 2018

**Coconino County On-Call Engineering Services**

<table>
<thead>
<tr>
<th>Job Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal (P.E., S.E.)</td>
<td>$169.74</td>
</tr>
<tr>
<td>Department Manager</td>
<td>$137.92</td>
</tr>
<tr>
<td>Project Manager (P.E.)</td>
<td>$127.31</td>
</tr>
<tr>
<td>Project Engineer (EIT)</td>
<td>$100.79</td>
</tr>
<tr>
<td>Project Engineer (Graduate)</td>
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<td>$68.96</td>
</tr>
<tr>
<td>Clerical</td>
<td>$58.35</td>
</tr>
</tbody>
</table>
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Philpot, Human Resources Director


RECOMMENDED MOTION:


BACKGROUND:

Coconino County enjoys the services of many citizen volunteers who help with County programs, activities and events. For many years now, the County has reported volunteers to its workers’ compensation insurer and paid premium for their coverage. This practice helps protect Coconino County from liability from the injury or death of a volunteer engaged in volunteer work for the County. It also affords volunteers immediate medical coverage and statutory benefits for bodily injury or disease.

This resolution reiterates the intent to cover all Coconino County volunteers in FY20 with workers’ compensation insurance and updates the payroll basis for computing compensation benefits and premium payments for Sheriff’s Office Reserve volunteers, and Sheriff’s Office Posse Search and Rescue Volunteers, and reaffirms the previously adopted payroll basis for computing compensation benefits and premium payments for all other categories of volunteers in compliance with requirements of the Arizona Revised Statutes.
Only counties, towns, municipalities, political subdivisions of the State, fire and police departments, and hospitals may elect to cover their volunteers for workers’ compensation insurance. To exercise this option, a resolution must be passed by the governing body to define the nature and type of volunteer work to be covered by workers’ compensation and accept the basis set by this statute. Rather than identifying each individual volunteer by name, the resolution identifies broad categories of volunteers who will be covered by workers’ compensation insurance. This is standard practice.

Workers’ compensation is a no-fault insurance that covers medical expenses for workers’ injured on the job as well as associated lost time and wages. Workers injured on the job who receive workers’ compensation coverage are barred from suing their employer for this cause (see A.R.S. § 23-906A).

Arizona law provides that “the basis for computing compensation benefits and premium payments shall be $400 per month per volunteer” (A.R.S. § 23-901.06).

However, A.R.S. § 23-901(g) provides that the monetary basis for computing compensation benefits and premium payments for volunteer Sheriff Reserve officers be set at the salary equal to the beginning salary of the same rank or grade in the full-time service of the County. The proposed resolution stipulates that this definition shall apply to volunteer Coconino County Sheriff Reserve Deputies who are armed and have arrest authority. This resolution sets $3,923.83 per month as the basis for computing compensation benefits and premium payments in this specific subcategory of volunteers effective July 1, 2019. This is an increase of 3.5% above the current amount of $3,791.17 per month used presently as the basis in this subcategory.

ARS. § 23-901(g) also provides that the monetary basis for computing compensation benefits and premium payments for volunteers serving on a County Sheriff’s Search and Rescue unit. This shall be set at the salary equal to the beginning salary of the same rank or grade in the full time service of the County. The proposed resolution stipulates that this definition shall apply to volunteers serving on a Sheriff’s Posse on a Search and Rescue training mission or Search and Rescue mission. This resolution sets $3,923.83 per month as the basis for computing compensation benefits and premium payments in this specific subcategory of volunteers effective July 1, 2019. This is an increase of 3.5% above the current amount of $3,791.17 per month used presently as the basis in this subcategory.

A.R.S. § 23-901(g) further provides that if there is no full time equivalent to the work of a volunteer of the County Sheriff’s Department, then the salary equivalent shall be set by resolution of the governing body of the Coconino County Board of Supervisors. Therefore, this resolution provides that the volunteers of the Citizens Patrol Force, and other Sheriff Department volunteers who are unarmed and who have no arrest authority will have the same assigned basis as our regular volunteers of $400 per month for computing compensation benefits and premium payments.

Pursuant to A.R.S. § 23-901.06, the basis for computing compensation benefits and premium payments for shall be four hundred dollars ($400.00) per month per volunteer for the broad categories of volunteers described in this resolution, except for Sheriff Reserve Deputy Volunteers, and County Sheriff posse volunteers participating in a Search and Rescue mission or a Search and Rescue training mission as defined herein.
ALTERNATIVES:

The Board can decide to not approve this resolution. Non-approval will have the effect of eliminating workers’ compensation insurance coverage for Coconino County volunteers. In this case, the County will no longer pay insurance premium charges for volunteers. However, Coconino County would be exposed to liability for medical expenses and other damages in the event that a volunteer is injured or harmed while performing volunteer duties for Coconino County.

FISCAL IMPACT:

Premium will continue to be paid as previously on volunteers for workers’ compensation insurance. A small increase is anticipated. The current net workers’ compensation rate for volunteers at Coconino County is $1.13 per $100 of assigned payroll. In FY20 this will change to a net rate of $1.15 per $100 of assigned payroll. This would equate to premiums of $45.12 per month per volunteer for Sheriff Officer Reserve or Sheriff Search and Rescue volunteers, and $4.60 per month for all other volunteers pending renewal pricing from our insurer. In the current year, these premiums are $42.84 and $4.52 respectively. The projected expenditure for workers’ compensation premium on volunteers in Fiscal Year 2019 is $18,983. For Fiscal Year 2020, the monthly volunteer premium costs are anticipated to be $19,128 based upon current volunteer activity projections.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-10
RESOLUTION NO. 2019-10

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS, ARIZONA, PURSUANT TO A.R.S. § 23-901.06, CONTINUING COCONINO COUNTY COVERAGE OF VOLUNTEERS FOR WORKERS’ COMPENSATION INSURANCE AND ESTABLISHING A SALARY EQUIVALENT FOR PURPOSES OF COMPUTING WORKERS’ COMPENSATION INSURANCE PREMIUM AND COMPENSATION BENEFITS FOR VOLUNTEERS.

WHEREAS, pursuant to the Arizona Revised Statutes (“A.R.S.”) § 23-901.06 volunteer workers of Coconino County may be deemed to be employees entitled to workers’ compensation benefits upon the passage of a resolution or ordinance by the County defining the nature and type of volunteer work and the workers entitled to such benefits.

WHEREAS, the County adopted resolution 2018-07 reaffirming its decision to cover volunteers for workers’ compensation, and

WHEREAS, the County has a Volunteer Policy and Program to provide County departments with guidelines to assist them in the recruitment and placement of volunteers, and,

WHEREAS, many County departments use volunteers in a variety of programs that benefit the community, and

WHEREAS County volunteers include, but are not limited to students, interns, seniors, professionals, and

WHEREAS, services provided by County volunteers include, but are not limited to special single event projects, short term assignments, and long term programs, and

WHEREAS, the provision of these benefits to County volunteer workers limits the liability exposure of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COCONINO COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

SECTION 1. In General.

1. Workers’ Compensation Insurance
Volunteers working for no pay within any department of Coconino County shall be covered by workers’ compensation insurance carried by Coconino County, in the amounts established herein. A supervising director may approve individual volunteers for the approved broad categories of work. The supervising director is responsible to promptly notify Coconino County Human Resources Department concerning any new volunteers, and have their department maintain a roster of active volunteers, record volunteer hours of service by date, time, location, and name, and report volunteers with any service time per month on a quarterly basis to finance and risk management for workers’ compensation premium computation and remittance purposes.

2. **Amount of Workers’ Compensation Benefit.**

Pursuant to A.R.S. § 23-901.06, the basis for computing compensation benefits and premium payments shall be four hundred dollars ($400.00) per month per volunteer for the broad categories of volunteers described in this resolution, except for Sheriff Reserve Deputy Volunteers, and Sheriff Posse volunteers participating in a Search and Rescue mission or a Search and Rescue training mission as defined herein.

Pursuant to A.R.S. § 23-901(6)(g), the basis for computing compensation benefits and premium payments for volunteers serving as Sheriff Reserve Deputy Volunteers shall be the salary equal to the beginning salary of the same rank or grade in the full time service with Coconino County. This sum is currently three thousand seven hundred and ninety one dollars and seventeen cents ($3,791.17) per month. This shall be raised to three thousand nine hundred and twenty three dollars and eighty three cents ($3,923.83) per month effective July 1, 2019 with the passage of this resolution, and the Risk Manager shall have authority to adjust such sum for equivalency without further Council approval.

Pursuant to A.R.S. § 23-901(6)(g), the basis for computing compensation benefits and premium payments for volunteers serving on a Sheriff’ Posse as participants in a Search and Rescue mission, a Search and Rescue training mission, or Search and Rescue training shall be the salary equal to the beginning salary of the same rank or grade in the full time service with Coconino County. This sum is currently three thousand seven hundred and ninety one dollars and seventeen cents ($3,791.17) per month. This shall be raised to three thousand nine hundred and twenty three dollars and eighty three cents ($3,923.83) per month effective July 1, 2019 with the passage of this resolution, and the Risk Manager shall have authority to adjust such sum for equivalency without further Council approval.

3. **Broad Categories of Volunteers.**

The nature and type of volunteer work to be covered by Coconino County workers’ compensation insurance is as follows:
Sheriff’s Office

Sheriff Reserve Deputy Volunteers are defined as Sheriff volunteers with arrest authority and armament, working under the direction of the Coconino County Sheriff’s Office with prior consent of the Coconino County Sheriff pursuant to A.R.S. § 13-3871. Reserve Sheriff Officer Volunteers may engage in activities expected of a Coconino County Sheriff Officer.

Sheriff Posse Search and Rescue Volunteers are defined as Sheriff volunteers who are approved by the Sheriff’s office to participate in Search and Rescue training, a Search and Rescue training mission or an actual Search and Rescue. This volunteer group assists with the performance of the Sheriff’s statutorily mandated function of conducting or coordinating Search and Rescue operations within Coconino County. Search and Rescue operations are supervised by a deputy assigned as the Search and Rescue Coordinator.

If a State emergency case number is assigned to a particular Search and Rescue, these volunteers are covered under the State of Arizona for workers’ compensation. If a State emergency case number is not assigned, these Search and Rescue volunteers would be covered under Coconino County’s workers’ compensation insurance.

Citizen Patrol Volunteers may perform community patrols, vacation or seasonal residence/property checks, staff information booths to increase community awareness and promote crime prevention, assist with preparations for emergency or disaster response, assist with road blocks, assist with emergency evacuation notifications, assist with traffic control, assist Neighborhood Watch organizers in their respective community areas, and other duties as requested by the Community programs Coordinator or on duty Patrol Supervisor. Citizen Patrol Volunteers have no arrest authority and are not armed.

Citizen Emergency Response Team (CERT) Volunteers attend trainings on emergency preparedness and response, and assist with notifications to community for evacuations, and in emergencies also assist with staffing road blocks, assist with traffic control, staff emergency call centers, and assist in emergency operation centers. They also staff booths at public events to educate public about emergency awareness and preparedness.

Detention Office

Detention Volunteers may provide religious programs, substance abuse recovery support group meetings, and may also provide education and self-help classes to inmates.
Medical Examiner’s Office

Medical Examiner’s Volunteers may answer phones, perform various office tasks such as filing and inventory, assist with cleaning and set up of exam rooms and instruments, observe autopsies, take notes during autopsies, and assist with investigations at scenes.

Emergency Services

Emergency Management Volunteers assist with planning for and actual emergency response and continuity of operations, provide field support with services needed in emergency response such as sandbagging and other services, support coordination of training and exercises, and support this department with general office work. Some volunteers through this department may assist with emergency sandbagging of areas.

Community Services

Community Service Volunteers may assist with congregate senior meals seating, entertainment, cooking, dishwashing, serving food, and field trips. They may also pick up food donations for transport to the County. They may also visit seniors or disabled persons in their homes, assist them with grocery shopping, transport, or provide watchful companionship to relieve primary care-givers. They may also deliver or carry food deliveries to these homes.

Parks and Recreation

Parks and Recreation Volunteers may distribute event flyers and maps, present classes, assist with field trips, help direct vehicles in public rights of way and in parks to parking areas available, assist with minor cleaning of fairground buildings, assist with County Fair table arrangement, and organization of fair entries, staff informational booths, and provide judging of County Fair entries, may collect litter or trash, may assist with building trails in parks, and may assist with upkeep of the Fort Tuthill Bike Park.

Public Health Volunteers

Public Health Volunteers assist with distribution of health information at public events. A few nurses may also assist with flu immunizations in outlying areas as needed.

Public Works Volunteers assist with sandbagging, shoveling and moving dirt for flood abatement, or in general office work.
All Departments

Office Volunteers may conduct online research and write reports; attend meetings; assist with file management, copying, scanning, and shredding; conduct interviews; carry files; attend court; make or take telephone calls; assist with social media; assist with mailing.

4. Exclusion

Per Coconino County section 3.13 of the Personnel Policy, individuals fulfilling court ordered community service hours are not considered to be volunteers, and are therefore not covered by the County for workers’ compensation for their court ordered service.

APPROVED AND ADOPTED this _____ day of ____________, 2019, by the Coconino County Board of Supervisors.

AYES:

NOS:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

_______________________________________
Art Babbott, Chairman

(SEAL)

ATTEST:

Lindsay Daley, Clerk of Board of Supervisors

APPROVED AS TO FORM:

_______________________________________
By: Rose Winkeler, Deputy County Attorney
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Erika Arlington, Interim Coconino County Legal Defender

SUBJECT: Consideration and possible action regarding a budget adjustment of $50,000.00 from the County General Fund to the Legal Defender Contract Budget for the continued contracting and payment of court ordered expenses on criminal cases as well as representation on criminal, dependency and guardianship cases.

RECOMMENDED MOTION:

Approve a budget adjustment of $50,000.00 from the County General Fund to the Legal Defender Contract Budget for the continued contracting and payment of court ordered expenses on criminal cases as well as representation on criminal, dependency and guardianship cases.

BACKGROUND:

As the board is aware, the Legal Defenders Office (Office) holds the responsibility to contract with outside counsel for criminal and dependency cases, as well as to ensure payment for Guardianship-Conservatorship cases, Involuntary Commitment for Mental Health Issues (often called Title 36 Proceedings) and psychiatric evaluations to determine competency to stand trial for crimes or to participate in dependency proceedings (referred to as Rule 11 Evaluations). Additionally, the Office is required to pay some costs associated with indigent defense such as expert witness and investigator fees. These costs are paid out of the Legal Defenders Contract Budget.

Earlier in fiscal year 2019, the Legal Defenders Office obtained approval for an additional $85,000.00 to cover contract costs. With the transfer of $10,000.00 from salary savings this brought our annual contract budget amount to $387,000.00 for fiscal year 2019.

The average expenditures in this contract budget over the last 5 years has been $384,000.00 based on case counts in the 700 range.

At the time of the initial request for $85,000.00 our case counts included 42 “overflow cases” and an additional 11% increase over fiscal year 19. At that time the increase in cases was recent and it was unclear if it would continue for the balance of the year so increasing our budget to close to an average amount seemed appropriate. Unfortunately, the case counts have increased instead of remaining the same. For example, in April 2019 our office received 85 cases versus 58 cases in April of FY 2018. That amounts to a 46.5% increase in cases for the
month of April. Overall, our current case count is 792 for FY 19 with two months left to go as versus 733 cases for the entirety of FY 18. Correspondingly, the Office has had to and will need to continue to contract out a number of cases. Overall, our best projection is that case counts for FY2019 will actually exceed the 850 we estimated in February by 50 to 100 cases.

Due to the significant increases in cases, $65,000.00 have been expended since February of this year which is approximately $21,000.00 a month. The current balance in the fund for contract cases and case expenses is $19,178.21. This means that bills from May will likely leave the Office in a deficit situation.

Three murder cases that the Office is paying for have become active and some bills for expenses are expected before the fiscal year ends. Additionally, a $4,000.00 bill for post-conviction relief representation on another murder case has just been received. Although the Office is asking contract counsel to submit FY 19 bills by July 15, 2019, they can submit billing until the end of September. As always, the Office can not predict with certainty what exact funds will be required. The request for $50,000 is the best estimate at this time.

As the Board is aware, the County is under an obligation to pay the cost for indigent defense under the United States and Arizona Constitutions as well as by various state statutes. (1)

(1) It is axiomatic that our criminal justice system demands that every defendant threatened with a loss of liberty be represented at trial and on appeal by competent counsel. Zarabia v. Bradshaw, 185 Ariz. 1 (1996) citing to Gideon v. Wainwright, 372 U.S. 335, 83 S.Ct. 792, 9 L.Ed.2d 799 (1963); Douglas v. California, 372 U.S. 353, 83 S.Ct. 814, 9 L.Ed.2d 811 (1963); Ariz.R.Crim.P. 6.1(b). Defendants not able to afford to hire counsel are entitled to have counsel appointed for them. Ariz. Const. Art. 2, § 24; State v. Anderson, 96 Ariz. 123, 131, 392 P.2d 784, 790 (1964). By statute, when a court appoints counsel to represent a criminal defendant, that counsel “shall be paid by the county in which the court presides.” A.R.S. § 13–4013. The loss of liberty is also at issue in Title 36 proceedings and appointment of counsel is required under A.R.S. § 36-529 (B).

In dependency and severance matters, since the right to parent is considered fundamental, indigent parents have a right to appointed counsel pursuant to A.R.S. § 8–221(B) (2007) and the Due Process Clause of the United States Constitution.

ALTERNATIVES:

RE: Alternatives: Due to the obligations set forth by statute if these funds are not paid the County will likely be subject to civil liability. Our office will continue to do our best to keep these costs reasonable.

FISCAL IMPACT:

The current request for $50,000.00 is with the understanding that the Legal Defender's Office will work to keep contract costs low, however, the office will also be involved in a physical move in June of 2019, impacting the amount of cases it can keep in house if hearings are scheduled in that month.
ATTACHMENTS:

1 - Staff Report
DATE:       May 15, 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 purchase of four (4) new 2020 Mack Granite 64FR cab and chassis trucks under Sourcewell (NJPA) Contract #081716-NAF, from National Auto Fleet Group, in the amount of $570,088.00 in FY2020. Public Works

RECOMMENDED MOTION:

Approve the purchase of four (4) new 2020 Mack Granite 64FR cab and chassis trucks under Sourcewell (NJPA) Contract #081716-NAF from National Auto Fleet Group, in the amount of $570,088.00 in FY2020.

BACKGROUND:

The Equipment Shop Division of Fleet Services is responsible for the acquisition, maintenance and disposal of the County’s heavy equipment. The four (4) new 2019 Mack Granite 64FR chassis will replacement the following units:

<table>
<thead>
<tr>
<th>Replacement Unit #</th>
<th>Description</th>
<th>Odometer</th>
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</thead>
<tbody>
<tr>
<td>#467, VIN #1M2P270C52M063467</td>
<td>2002 Mack Truck</td>
<td>179,489</td>
</tr>
<tr>
<td>#468, VIN #1M2P270C72M063468</td>
<td>2002 Mack Truck</td>
<td>269,908</td>
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<tr>
<td>#430, VIN #1M2AG11C53M0065452003</td>
<td>Mack Truck</td>
<td>267,901</td>
</tr>
<tr>
<td>#431, VIN #1M2AG11C73M0016192003</td>
<td>Mack Truck</td>
<td>269,502</td>
</tr>
</tbody>
</table>

These trucks have met the routine replacement criteria of 15 years or 300,000 miles and will be sold at public auction after the new replacement unit arrives.

The Public Works Department Road Maintenance division put together a group of employees which included staff from each division in Flagstaff and Williams to test drive and operate different makes and models, our staff recommended to purchase the Mack Granite chassis. This replacement state-of-the-art equipment will be used for routine road maintenance and snow plowing operations throughout the County.
The authority to utilize the Sourcewell (NJPA) contract is through the National Intergovernmental Purchasing Alliance Company (“National IPA”) of which Coconino County is a member.

**ALTERNATIVES:**

The following alternatives are available to the Board of Supervisors:
- Approve this submittal.
- Postpone the purchase to a later date.

**FISCAL IMPACT:**

The requested amount of $570,088.00 is budgeted by the Road Maintenance Sales Tax Proposition 403 Fund and will be charged to 1137.41.4109.7014.0000.641.808011.

**ATTACHMENTS:**

1 - Staff Report
2 - MACK SPECS AND QUOTE REQUEST
3 - NJPA CONTRACT #081716-NAF INFOMATION
MEMORANDUM

Coconino County Fleet Services
Date: April 16, 2019
To: Celeatha Lester, Public Works Buyer
From: Byron Browning, Fleet Services Manager
Subject: Purchase Four New 2019 Mack Granite 64FR Chassis

I recommend purchasing four new 2019 Mack Granite 64FR chassis once the FY20 Budget is approved and a purchase order created after July 1, 2019.

These trucks are routine replacements and will replace county units:
#467 VIN #1M2P270C52M063467. A 2002 model, with 179,489 life miles on the odometer.  
#468 VIN #1M2P270C72M063468. A 2002 model, with 269,908 life miles on the odometer.  
#430 VIN #1M2AG11C53M066545. A 2003 model, with 267,901 life miles on the odometer.  
#431 VIN #1M2AG11C73M001619. A 2003 model, with 269,502 life miles on the odometer.  
These used trucks have met the replacement criteria of 15 years or 300,000 miles.

The used dump/plow trucks will be sold at public auction after the new ones arrive.

The public works department road maintenance division put together a group of employees which included staff from each division in Flagstaff and Williams to inspect & test drive and operate different makes and models, our staff recommended to purchase the Mack Granite chassis.

This replacement state-of-the-art equipment will be used for routine gravel road maintenance & as snow plows in the winter months on all County maintained roads located in Coconino County.

The price for one Mack Granite chassis per Quote #8301 is $142,607.00, which includes tax, and delivery to Public Works, 5600 E. Commerce Ave. Flagstaff AZ. 86004. The cost of the four chassis is $570,428.00.

The funds budgeted for this purchase are from the Public Works department fund #1137.41.4109.7014.000.641.808011.

The vendor is National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076. Our contact is Jesse Cooper, jcooper@nationalautofleetgroup.com or (855)-289-6572

For this purchase we are Utilizing the Sourcewell (NJPA) contract #081716-NAF.

Attached & Contract Links:

- Specification and Pricing Quote From National Auto Fleet Group
04/16/2019

Quote ID 8301 Revised (2)

Coconino County Public Works
Coconino County Public Works
5600 E Commerce Ave
Flagstaff, AZ 86004

Dear Coconino County,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **Four (4) New/Unused (2020 MACK Granite 64FR Cab an Chassis)** Provided by Mr. DJ Klusaritz with Vanguard each for:

<table>
<thead>
<tr>
<th>One Unit (1)</th>
<th>Extended Units (4)</th>
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<tbody>
<tr>
<td>Sub Total</td>
<td>142,522.00</td>
</tr>
<tr>
<td>Tax (0.00%)</td>
<td>00.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>142,522.00</strong></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>570,088.00</td>
</tr>
<tr>
<td><strong>Tax (0.00%)</strong></td>
<td>00.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>570,088.00</strong></td>
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This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Jcooper@Nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497
# TECHNICAL SPECIFICATION
## GRANITE 64FR

### CUSTOMER/VEHICLE INFO

<table>
<thead>
<tr>
<th>CUSTOMER/VEHICLE INFO</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>S 002EF2</td>
<td>CHASSIS (BASE MODEL)</td>
</tr>
<tr>
<td>S 99X93X</td>
<td>FINAL ASSEMBLY PLANT</td>
</tr>
<tr>
<td>S PB1A1</td>
<td>PRICE BOOK LEVEL</td>
</tr>
<tr>
<td>S MP2001</td>
<td>CUSTOMER FLEET SIZE</td>
</tr>
<tr>
<td>S 013001</td>
<td>TYPE OF SERVICE</td>
</tr>
<tr>
<td>S MG0018</td>
<td>WARRANTY REGISTRATION LOCATION</td>
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<tr>
<td>S 505015</td>
<td>INITIAL REGISTRATION LOCATION</td>
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<tr>
<td>S 54014</td>
<td>LANGUAGE-PUBS/DECAL/LOGO</td>
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<tr>
<td>S DHX10X</td>
<td>ROAD CONDITION</td>
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<tr>
<td>0050M5</td>
<td>VEHICLE USE &amp; BODY/TRAILER TYPE</td>
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<tr>
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<td>GROSS COMBINATION WEIGHT</td>
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<tr>
<td>S 70BB1X</td>
<td>BRAKE REGULATION</td>
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<tr>
<td>S QCB1X</td>
<td>TOPOGRAPHY</td>
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<tr>
<td>S E1BD1X</td>
<td>AMBIENT TEMP UPPER LIMIT (GTA)</td>
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<tr>
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<td>TERRAIN GRADE</td>
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<tr>
<td>S 033A10</td>
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### ENGINE/TRANSMISSIONS

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<tr>
<td>S Q1CA1X</td>
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<td>S 136156</td>
<td>TRANSMISSION</td>
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### WEIGHT (LB)

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PRICELIST UPDATE: 20100808

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### Exhaust/Emissions

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<td>CARB 2020 Idle Regulation</td>
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<td>DPF Diesel Particulate Filter</td>
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<td>8NAB1X</td>
<td>DPF Cover</td>
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<tr>
<td>DF10M1</td>
<td>DEF Tank</td>
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<td>DEF Tank Cover</td>
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<tr>
<td>S</td>
<td>AD-Blue Tank Ventilation Filter</td>
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<td>EXHAUST</td>
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<td>EXHAUST STACK HEIGHT</td>
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### Engine Equipment

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<td>S</td>
<td>BATTERY DISCONNECT SWITCH</td>
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<td>STARTER MOTOR</td>
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<td>ENGINE STARTING AID</td>
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### Clutch/Trans Equipment

<table>
<thead>
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<th>Description</th>
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</thead>
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### Pricing List

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### Clutch/Transmission Equipment

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<td>204A9</td>
<td>Driveline - Interaxle</td>
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<td>76AA1X</td>
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<td>S</td>
<td>8WAAA Interaxl Univ. Joint</td>
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<td>4LD1X Transmission Output Torque</td>
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<td>ROX2X1 Bell Housing</td>
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<td>7FD1X Lubricants, Transmission</td>
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<td>S</td>
<td>3I1A1X Hill Start Assist</td>
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### Front Axle Equipment

<table>
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<td>Front Axle</td>
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<td>244A5</td>
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<td>2410L1</td>
<td>Front Axle Brakes</td>
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<td>LQXT2K</td>
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<td>UDXA1X</td>
<td>Front Axle Brake Dust Shield</td>
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<td>U0AF1X</td>
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### Rear Axle Equipment

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<td>269A9</td>
<td>Rear Axles - Tandem</td>
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<td>YXV1X</td>
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<td>Brake Drums/Rotors - Rear</td>
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### REAR AXLE EQUIPMENT

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<td>U1AG1X</td>
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<td>OLX1X</td>
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<td>S1NGX1X</td>
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<td>S3LX1X</td>
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<td>25AB0S</td>
<td>TRACTION DIFFERENTIAL DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK ALL RR AXLES, MANUAL AIR VALVE W/WARNING LIGHT</td>
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<td>9GALX</td>
<td>ABS SENSOR &amp; MODULATOR 6S6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS</td>
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<tr>
<td>S6CAX1X</td>
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<td>S6ZAX1X</td>
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### FRAME EQUIPMENT/FUEL TANKS

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<td>CA271240</td>
<td>WHEELBASE 240&quot;</td>
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<tr>
<td>374063</td>
<td>AF (OVERHANG) 63&quot;</td>
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<td>274A68</td>
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<td>7T7F1X</td>
<td>RUST PROTECTION (for frame), ADDITIONAL (GA) RUST PROTECTION BETWEEN FRAME RAILS AND LINERS</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>29X6X2</td>
<td>FRAME INNER LINER FRAME REINFORCEMENT - INSIDE, 5MM STEEL, FULL LENGTH OF MAIN RAIL FOR MIXER DRIVE 27&quot; INCL. SWEPT BACK STEEL BUMPER &amp; TOW HOOKS FOR 5/16 &amp; 3/8 RAILS (BOLT-ON)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>S6C6X1X</td>
<td>FRONT FRAME EXT. (BOLTED ON)</td>
<td>318</td>
<td>-10</td>
</tr>
<tr>
<td>S6G6X1X</td>
<td>FRONT FRAME LENGTH FRONT FRAME LENGTH 725MM</td>
<td>164</td>
<td>-11</td>
</tr>
<tr>
<td>S6G6X1X</td>
<td>CROSSMEMBERS BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>S6G6X1X</td>
<td>REAR CROSSMEMBER OPTIONS FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>REAR FRAME TREATMENT WITHOUT TAPERED FRAME RAIL ENDS</td>
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<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>MUDFLAP, FRONT AXLE BLACK POLYARMOUR (NO NAME TO APPEAR ON FLAP) (NOT ANTI-SPRAY TYPE)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>FRONT BUMPER EXTENDED-SWEPT BACK-STEEL (FOR MIXER DRIVE)</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>TOWING DEVICE, FRONT HOOKS</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>TOWING DEVICE,REAR HOOKS - FRAME MOUNTED</td>
<td>-6</td>
<td>27</td>
</tr>
<tr>
<td>S6G6X1X</td>
<td>FUEL LEVEL SENSOR UNIT, LIQUID BASIC FUEL LEVEL SENSOR MOUNTED ON L.H TANK</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL TANK - L.H 118 GALLON (440 L) 22&quot; ALUMINUM ROUND</td>
<td>95</td>
<td>40</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL TANK - RH W/O RH FUEL TANK</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL TANK POLISH OPTION POLISHED ALUMINUM</td>
<td>0</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL HOSES, LIQUID BRAIDED HOSE</td>
<td>5</td>
<td>3</td>
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<tr>
<td>S6G6X1X</td>
<td>FILLER NECK SCREENS FILLER NECK SCREEN(S) - ALL FUEL TANKS</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL LINE OPTIONS, LIQUID W/O FUEL LINE OPTION</td>
<td>0</td>
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<tr>
<td>S6G6X1X</td>
<td>FUEL TANK CAP NON-LOCKABLE FUEL TANK CAP</td>
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<tr>
<td>S6G6X1X</td>
<td>CAB INSTEP VERSION STANDARD 2 STEP CAB ACCESS</td>
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### FRAME EQUIPMENT/FUEL TANKS

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<tr>
<td>22AA3</td>
<td>STEPS (BRIGHT) - FUEL TANK</td>
<td>FRONT: 0 REAR: 0</td>
</tr>
<tr>
<td>S 14AA1X</td>
<td>FUEL FILL SYSTEM, LIQUID</td>
<td>W/O FAST FILL FUEL SYSTEM OPTION</td>
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### AIR/BRAKE

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<thead>
<tr>
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<tr>
<td>S VXXEDX</td>
<td>AIR DRYER - MANUFACTURER</td>
<td>WABCO 1200P W/TURBO CUT OFF VALVE, W/O COALESCEING OIL FILTER, HEATED</td>
</tr>
<tr>
<td>S UWXBX1</td>
<td>AIR TANK DRAIN VALVE</td>
<td>MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS</td>
</tr>
<tr>
<td>S U2XAX1</td>
<td>AIR TANK MATERIAL</td>
<td>ALUMINUM, PAINTED</td>
</tr>
<tr>
<td>S KXXA1X</td>
<td>AIR DRYER POSITION (CA)</td>
<td>W/O RELOCATION OPTION</td>
</tr>
<tr>
<td>S 141AA1</td>
<td>RELOCATE AIR RESERVOIRS</td>
<td>W/O RELOCATED AIR TANKS</td>
</tr>
<tr>
<td>S 31BA1X</td>
<td>PARK BRAKE ALARM</td>
<td>ALARM TO SOUND WHEN DRIVER DOOR OPENED &amp; PARKING BRAKE NOT ON</td>
</tr>
<tr>
<td>S 1JAABX</td>
<td>PARKING BRAKE VALVE</td>
<td>TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRACTOR PARK</td>
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### ELECTRICAL

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>S 5PPXAX</td>
<td>BACK-UP ALARM</td>
<td>ECOCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB</td>
</tr>
<tr>
<td>S EXAXX1</td>
<td>DASH MOUNTED SWITCHES</td>
<td>SIX (6) ASSIGNABLE BODYBUILDER DASH SWITCHES (5 ON-OFF, 1 MOMENTARY)</td>
</tr>
<tr>
<td>CA 5FBBSX</td>
<td>MARKER/DIRECTIONAL SIGNAL</td>
<td>TRUCKLITE LED TYPE SIDE MARKER LIGHT</td>
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<tr>
<td>S 312AA6</td>
<td>ROOF MARKER LIGHT</td>
<td>(5) TRUCKLITE LED CHROME BULLET TYPE LAMPS</td>
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<tr>
<td>S NJAX3X</td>
<td>AUXILIARY LAMPS</td>
<td>DASH CTRL/PWR SUPPLY/LOCAL INST PILOW LAMPS W/LEAD FURIN GRILL W/2W/3W WEATHER PACK CON</td>
</tr>
<tr>
<td>S LSAX1X</td>
<td>DAYTIME RUNNING LIGHTS</td>
<td>PARK BRAKE AND ENGINE RUNNING ACTIVATED</td>
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<tr>
<td>S NEXC1X</td>
<td>TAIL LIGHTS</td>
<td>INCANDESCENT TAIL LIGHTS</td>
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### TRAILER CONNECTIONS

<table>
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<tr>
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<tbody>
<tr>
<td>S LDXX1</td>
<td>FIFTH WHEEL ANGLE MATERIAL</td>
<td>WITHOUT FIFTH WHEEL ANGLES</td>
</tr>
<tr>
<td>S 53EXAX</td>
<td>TRAILER GLAD HAND COUPLINGS</td>
<td>GLAD HAND COUPLINGS - NORTH AMERICAN STD</td>
</tr>
<tr>
<td>S WXXB1X</td>
<td>TRAILER BRAKE VALVE</td>
<td>W/O HAND CONTROL VALVE</td>
</tr>
<tr>
<td>S WXX0C2X</td>
<td>TRAILER CONNECTION POSITION</td>
<td>TRAILER AIR BRAKE CONNECTIONS, END OF FRAME</td>
</tr>
<tr>
<td>S 321031</td>
<td>TRAILER ELECTRICAL RECEPT</td>
<td>SINGLE 7 PINS STD SAE TYPE, END OF FRAME</td>
</tr>
<tr>
<td>S 3SSAX1</td>
<td>TRAILER CONNECTORS HOLDER</td>
<td>OMIT TRAILER CONNECTORS HOLDER</td>
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### PTO

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<thead>
<tr>
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<tbody>
<tr>
<td>S 183AX9</td>
<td>PTO - REAR MOUNTED</td>
<td>W/O TRANSMISSION MOUNTED PTO - (rAVIVE ONLY)</td>
</tr>
<tr>
<td>S TYX3X</td>
<td>POWER TAKE OFF CONTROL</td>
<td>rAVIVE SINGLE PTO PREP KIT W/ILLUMINATED DASH MOUNTED SWITCH &amp; PIPING FOR LOCAL INSTALL</td>
</tr>
<tr>
<td>183AA2</td>
<td>CRANKSHAFT ADAPTER</td>
<td>1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)</td>
</tr>
<tr>
<td>S 2WA21X</td>
<td>PTO TRANS NEUTRAL CONTROL CHECK</td>
<td>W/O NEUTRAL CONTROL</td>
</tr>
<tr>
<td>S BXXB3X</td>
<td>BODY BUILDER INTERFACE</td>
<td>BODY LINK III W/CAB PASS-THRU</td>
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### WEIGHT (LB)

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>5/21/2019 Page 9 of 26</td>
<td></td>
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<tr>
<td>CAB INTERIOR (A THRU G)</td>
<td>DESCRIPTION</td>
<td>WEIGHT (LB)</td>
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<tr>
<td>-------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>S 168048 GAGES - UNIT OF MEASURE</td>
<td>U.S. UNITS (PREDOMINANT)</td>
<td>0 0</td>
</tr>
<tr>
<td>OCXD1X GUAGE - PACKAGE, SECONDARY</td>
<td>2ND GA PKG W/ENG OIL TEMP, TRANS OIL TEMP, PYRO, BOOST PRESS</td>
<td>0 0</td>
</tr>
<tr>
<td>E0AAX GUAGE - TRANSMISSION OIL TEMP</td>
<td>TRANSMISSION OIL TEMP GAUGE</td>
<td>0 0</td>
</tr>
<tr>
<td>D0AAX GUAGE - EXHAUST PYROMETER</td>
<td>EXHAUST PYROMETER GAUGE</td>
<td>0 0</td>
</tr>
<tr>
<td>E2AAX GUAGE - MANIFOLD PRESSURE</td>
<td>MANIFOLD PRESSURE GAUGE</td>
<td>0 0</td>
</tr>
<tr>
<td>PF81X GUAGE - AMBIENT TEMPERATURE</td>
<td>AMBIENT &amp; ROAD TEMPERATURE GAUGE, DIGITAL DISPLAY IN MIRROR</td>
<td>0 0</td>
</tr>
<tr>
<td>IA1A1X AUXILIARY PNEUMATIC OUTLET CAB</td>
<td>AUX. INCAB PNEUMATIC LINE CLEANOUT</td>
<td>0 0</td>
</tr>
<tr>
<td>S 173A5 AIR CONDITIONING/HEATER</td>
<td>BLEND AIR HVAC W/&quot;ATC* TEMP REGULATION</td>
<td>0 0</td>
</tr>
<tr>
<td>S 10X4H4X DOME LAMP, INTERIOR</td>
<td>(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED</td>
<td>0 0</td>
</tr>
<tr>
<td>3X1A1X DASH INDICATOR - LAMP BODY OUT OF POS</td>
<td>DASH MTD, INDICATOR BODY/HOIST UP &quot;BODYBUILDER LAMP&quot;</td>
<td>0 0</td>
</tr>
<tr>
<td>786016F FIRE EXTINGUISHER</td>
<td>5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD</td>
<td>9 0</td>
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<tr>
<td>184A3 FLOOR COVERING</td>
<td>POLYURETHANE FLOOR MAT W/POLYURETHANE INSERTS BOTH DRIVER &amp; PASSENGER SIDES</td>
<td>23 0</td>
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</table>

<table>
<thead>
<tr>
<th>CAB INTERIOR (H THRU R)</th>
<th>DESCRIPTION</th>
<th>WEIGHT (LB)</th>
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</thead>
<tbody>
<tr>
<td>S CS2082 INSTANT CLUSTER LANGUAGE</td>
<td>DEFAULT: ENGLISH, SPANISH, FRENCH</td>
<td>0 0</td>
</tr>
<tr>
<td>S 100A2 KEYPAD ALIKE CHASSIS</td>
<td>ALL CHASSIS KEYED AT RANDOM</td>
<td>0 0</td>
</tr>
<tr>
<td>S 13AAX DOOR OPENING OPTIONS</td>
<td>W/O ELECTRONIC KEYLESS ENTRY</td>
<td>0 0</td>
</tr>
<tr>
<td>S E3K1X FORWARD OVERHEAD STORAGE</td>
<td>(2) STORAGE COMPARTMENTS AND NET RETAINERS W/ CENTER MOUNTING FOR CB PROVISIONS</td>
<td>0 0</td>
</tr>
<tr>
<td>S 74E01N AUDIO ACCOMMODATION</td>
<td>PREMIUM STEREO, AM/FM, CD-PLAYER, MP3, WEATHER BAND, BLUETOOTH</td>
<td>0 0</td>
</tr>
<tr>
<td>S 73AIX ANTENNA - RADIO</td>
<td>RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR</td>
<td>0 0</td>
</tr>
<tr>
<td>0LAAX AUDIO SHUTOFF</td>
<td>AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE</td>
<td>0 0</td>
</tr>
<tr>
<td>S 21X1X AUXILIARY REAR WINDOW</td>
<td>REAR WINDOW (FIXED TYPE)</td>
<td>0 0</td>
</tr>
<tr>
<td>S IF81X AUXILIARY REAR WINDOW</td>
<td>REAR WALL STORAGE COMPARTMENT</td>
<td>0 0</td>
</tr>
<tr>
<td>784054 REFLECTOR KIT</td>
<td>EMERGENCY REFLECTOR KIT MOUNTED PARALLEL &amp; CENTERED AGAINST BOC</td>
<td>12 5</td>
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<table>
<thead>
<tr>
<th>CAB INTERIOR (S THRU Z)</th>
<th>DESCRIPTION</th>
<th>WEIGHT (LB)</th>
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</thead>
<tbody>
<tr>
<td>00044 INTERIOR TRIM LEVELS</td>
<td>PREMIUM PACKAGE, SIERRA TAN (Package 12B)</td>
<td>0 0</td>
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<tr>
<td>199E0X SEAT - DRIVERS</td>
<td>ROLLEK-AIR, HIGH BACK, AIR LUMBAR, EXTENSION, W/ ROLLER PROTECTION</td>
<td>12 0</td>
</tr>
<tr>
<td>MAPA1X SEAT COVERING - DRIVERS</td>
<td>DRIVER'S SEAT - BLACK MORDURA</td>
<td>0 0</td>
</tr>
<tr>
<td>S 197A01 SEAT - PASSENGERS</td>
<td>MACK-FIXED, HIGH BACK</td>
<td>0 0</td>
</tr>
<tr>
<td>MA7C1X SEAT COVERING - PASSENGERS</td>
<td>PASSENGER'S SEAT - SIERRA TAN VINYL / CLOTH MIX</td>
<td>0 0</td>
</tr>
<tr>
<td>0HA1X SEAT SUPPORT, DUST COVER</td>
<td>SEAT, DUST COVER FOR DRIVER'S SEAT</td>
<td>3 0</td>
</tr>
<tr>
<td>3PXC1X SEAT ARMREST</td>
<td>INBOARD MOUNTED ARM REST, DRIVER'S &amp; RIDER'S SEAT</td>
<td>5 3</td>
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<tr>
<td>592A3X SEAT BELT(3)</td>
<td>LAP &amp; SHOULDER (BOTH SEATS) ORANGE IN COLOR</td>
<td>0 0</td>
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### CAB INTERIOR (S THRU Z)

<table>
<thead>
<tr>
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<tr>
<td>2QAA1X</td>
<td>IGNITION TYPE</td>
<td>0 0</td>
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<tr>
<td>161021</td>
<td>STEERING WHEEL</td>
<td>0 0</td>
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<tr>
<td>U7X81X</td>
<td>SUN VISOR - INTERIOR, FRONT</td>
<td>0 0</td>
</tr>
<tr>
<td>W5X38X</td>
<td>WINDSHIELD TYPE</td>
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<tr>
<td>145A5</td>
<td>CAB GLASS</td>
<td>0 0</td>
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<tr>
<td>JQXAXX</td>
<td>WASHER RESERVOIR POSITION</td>
<td>0 0</td>
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<tr>
<td>148A5</td>
<td>WINDSHIELD WIPERS</td>
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### CAB - SLEEPER BOX

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<tr>
<td>S 768018</td>
<td>SLEEPER BOX - WINDOW</td>
<td>0 0</td>
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### CAB EXTERIOR

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<tr>
<td>0EAA1X</td>
<td>AIR INTAKE GRILLE, FINISH</td>
<td>0 0</td>
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<tr>
<td>400A6</td>
<td>GRILLE</td>
<td>0 0</td>
</tr>
<tr>
<td>Q4XADX</td>
<td>DOOR WINDOW FRONT</td>
<td>0 0</td>
</tr>
<tr>
<td>2K0B1X</td>
<td>FRONT WHEEL OPENING</td>
<td>0 0</td>
</tr>
<tr>
<td>587B7</td>
<td>GRAB HANDLES</td>
<td>0 0</td>
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<tr>
<td>2D9X0X</td>
<td>REAR CAB SUSPENSION</td>
<td>0 0</td>
</tr>
<tr>
<td>4UA01X</td>
<td>HOOD LATCH FINISH</td>
<td>0 0</td>
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<tr>
<td>154A3C</td>
<td>HORN - AIR</td>
<td>0 0</td>
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<tr>
<td>LQX01X</td>
<td>HORN - ELECTRICAL</td>
<td>0 0</td>
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<tr>
<td>152A7</td>
<td>MIRRORS - EXTERIOR</td>
<td>0 0</td>
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<tr>
<td>153A3</td>
<td>MIRRORS - CONVEX TYPE CAB</td>
<td>0 0</td>
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<tr>
<td>157D02</td>
<td>SUN VISOR - EXTERIOR</td>
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### WHEELS & TIRES

<table>
<thead>
<tr>
<th>WHEELS &amp; TIRES</th>
<th>DESCRIPTION</th>
<th>WEIGHT (LB)</th>
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<tbody>
<tr>
<td>4WCA1X</td>
<td>GMG STEER TYPE CATEGORY (PANS)</td>
<td>0 0</td>
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<tr>
<td>900A4W</td>
<td>TIRES BRAND/TYPE - FRONT</td>
<td>415 0</td>
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<tr>
<td>531A6</td>
<td>WHEELS - FRONT</td>
<td>239 0</td>
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<tr>
<td>S FW7002</td>
<td>FRONT AXLE TIRE &amp; WHEEL</td>
<td>0 0</td>
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<tr>
<td>S 4XCA1X</td>
<td>GMG DRIVET CRE TYPE CATEGORY (PANS)</td>
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<tr>
<td>901AK6</td>
<td>TIRES BRAND/TYPE - REAR</td>
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<tr>
<td>346AE2</td>
<td>WHEELS - REAR</td>
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</tr>
<tr>
<td>S RW7008</td>
<td>REAR AXLE TIRE &amp; WHEEL</td>
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### PRICE LIST

<table>
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<th>PRICE LIST</th>
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<th>PAGE</th>
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<tr>
<td>20160601</td>
<td>20160315</td>
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<td>COCONINO COUNTY PUBLIC WORKS</td>
<td>ARIZONA TRUCK CENTER, LLC</td>
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### TECHNICAL SPECIFICATION (cont.)

#### WHEELS & TIRES

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<tr>
<td></td>
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</tr>
<tr>
<td>S</td>
<td>H1EB1X DRIVE WHEEL STUDS</td>
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</tr>
<tr>
<td>S</td>
<td>15X45X TIRE INFLATION VALVE</td>
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</tr>
<tr>
<td>S</td>
<td>80AA1X WHEEL NUT &amp; FINISH, FRONT</td>
<td>0</td>
</tr>
<tr>
<td>S</td>
<td>3PBA1X WHEEL NUT FINISH, REAR (CA)</td>
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#### COMMUNICATION SYSTEMS

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<tr>
<td>S</td>
<td>3YAA1X CO-PILOT - DISPLAY FEATURES</td>
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<td>S</td>
<td>M30000 TELEMATIC GATEWAY</td>
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<td>S</td>
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#### ENGINE ELECTRONICS

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<tr>
<td>S</td>
<td>W0X01X OIL PRESSURE, ENGINE SHUTDOWN</td>
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<tr>
<td>S</td>
<td>EM03A1X COOLANT TEMP, ENGINE SHUTDOWN</td>
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<td>K5X2X ENGINE PROTECTION SYSTEM</td>
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<td>S</td>
<td>K7X4X ENGINE IDLE CONTROL</td>
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<td>X0ABDX SMART IDLE ELEVATED RPM TIME</td>
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<td>M9Q1X IDLE &amp; D/E ABS TAMPER CHECK</td>
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<td>E0X0X ENGINE IDLE SHUTDOWN TIME</td>
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<td>B1ACX IDLE &amp; D/E WARNING TIME</td>
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<td>S</td>
<td>A8A9X IDLE &amp; D/E IF WARM-UP TEMP</td>
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<tr>
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<td>A4A8X IDLE &amp; D/E WARM-UP TIMER</td>
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<td>A5A8X IDLE &amp; D/E IF PTO ACTIVE</td>
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<td>B0AAX IDLE SHUTDOWN IF POWER LIMIT</td>
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<td>M4CB1X IDLE &amp; D/E OVERIDE %ENGINE LOAD</td>
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<td>S</td>
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<td>D3A8X AMBIENT TEMP MAX TRENDHOLD</td>
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#### TRANSMISSION ELECTRONICS

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<td>M05095 TRANS 2SHIFT MODE POINTS</td>
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<td>M06038 ECONO ROLL</td>
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<td>mDRIVE TRANSMISSION AUTO NEUTRAL ON</td>
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### PRICE LIST

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5/21/2019 Page 12 of 26
### TRANSMISSION ELECTRONICS

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### VEHICLE ELECTRONICS

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<td>CRUISE CONTROL</td>
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<td>JDXXLX</td>
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<td>E3AAX</td>
<td>CRUISE CONTROL MIN SPEED</td>
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<td>E4AAX</td>
<td>CRUISE RESUME WITH CLUTCH</td>
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<td>E5AAX</td>
<td>ENG BKR ENGAGE IN CRUISE</td>
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<tr>
<td>Y9C1X</td>
<td>PEDAL RSL SETTING</td>
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<td>L2A1X</td>
<td>POLO ENGAGED VLS</td>
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<td>MAXIMUM ENG SPEED AT 0 MPH</td>
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<td>A4BAX</td>
<td>DETECTION SPEED SENSOR TAP/REG</td>
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<td>ENGINE OVERSPEED, FUELED, LOG</td>
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<td>G4AAX</td>
<td>VEHICLE OVERSPEED, ALL COND, LOG</td>
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<td>G3AAX</td>
<td>VEHICLE OVERSPEED, FUELED, LOG</td>
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<td>G1AAX</td>
<td>ENGINE IDLE DELAY TO LOG</td>
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<td>PERIODIC TRIP LOG DAY OF MONTH</td>
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<td>R4B1X</td>
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### PTO ELECTRONICS

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<td>TRANS PTO1 SPLITTER RANGE</td>
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<td>Z1C1X</td>
<td>TRANS PTO2 SPLITTER RANGE</td>
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<td>F3AAX</td>
<td>PTO1 SINGLE SPEED CONTROL RPM</td>
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<td>PTO 1ST, MAX ROAD SPEED</td>
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<td>F8AAX</td>
<td>PTO 1ST, SPEED RAMP RATE</td>
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<td>F7AAX</td>
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<td>F8AAGX</td>
<td>PTO 1ST, ROAD SPEED LIMIT</td>
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<td>F3AAX</td>
<td>PTO 2ND, SINGLE SPEED SETTING</td>
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<td>H6AAX</td>
<td>PTO 2ND, MAX ROAD SPEED</td>
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<td>H7AAX</td>
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<td>PTO 2ND, MINIMUM ENGINE SPEED</td>
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### PRICELIST

- **DATE:** 20180803
- **QUOTATION:** VANG2018080333P700
- **DATE:** 4/18/2019
- **PAGE:** 10 of 22
- **CUSTOMER NAME:** COCONINO COUNTY PUBLIC WORKS
- **DEALER NAME:** ARIZONA TRUCK CENTER, LLC
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<td>PAINT - CAB PAINT SYSTEM</td>
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<td>S</td>
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<td>MPX944</td>
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<td>FUEL TANK - <strong>NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY</strong></td>
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<td>S</td>
<td>963033</td>
<td>HUBS &amp; DRUMS-REAR</td>
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**CALCULATED CODES - KAX**

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<td>DSE0X1</td>
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**BASE WARRANTY & PURCHASED COVERAGES**

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<td>ENG PLAN 2: 72 MO/250K MI-EXT ENGINE COVERAGE MP7/MP8 &lt;450HP</td>
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<td>MS2222</td>
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<td>EXHAUST AFTERTREATMENT SYSTEM</td>
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## BASE WARRANTY & PURCHASED COVERAGE

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<tr>
<td>S M55035</td>
<td>CARRIER &amp; AXLE HOUSING WARRANTY</td>
<td>STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)</td>
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<td>S M56026</td>
<td>AIR CONDITIONING WARRANTY</td>
<td>AIR CONDITIONING STANDARD COVERAGE (Sealed System Only)</td>
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<tr>
<td>S M57027</td>
<td>CHASSIS TOWING WARRANTY</td>
<td>12 MONTHS UNLIMITED MILEAGE STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES</td>
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<td>S M58026</td>
<td>ENGINE TOWING WARRANTY</td>
<td>STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)</td>
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<td>S M59009</td>
<td>GUARDDOG CONNECT BUNDLE 60 MONTH - GUARDDOG CONNECT WITH MACK OTA (with Assist and Mack OneCall)</td>
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## ADDITIONAL ENGINEERING (Included)

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**FRONT/REAR AXLE WEIGHT (LB)**

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**TOTAL WEIGHT (LB)**

| 18901 |
### PERFORMANCE - PREDICTOR

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<td>Vehicle Type</td>
<td>Aero Muscle Hood - Roof Fairing (0.60)</td>
<td>MPH</td>
</tr>
<tr>
<td>Desired Cruise Speed</td>
<td>65.0</td>
<td>MPH</td>
</tr>
<tr>
<td>Desired Road Speed Limit</td>
<td>70.0</td>
<td>MPH</td>
</tr>
<tr>
<td>Performance Level</td>
<td>&gt;87 MPH / &gt;106KPH</td>
<td>MPH</td>
</tr>
<tr>
<td>Frontal Area</td>
<td>110.0</td>
<td>FEET²</td>
</tr>
<tr>
<td>Accessory Power Loss</td>
<td>11.0</td>
<td>HP</td>
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### VEHICLE SPECIFICATION SUMMARY

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<thead>
<tr>
<th>GRANITE 64FR</th>
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<tbody>
<tr>
<td>Gross Combination Weight</td>
<td>65,000 LB (29.5 TONNES) GROSS COMBINATION WEIGHT</td>
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<tr>
<td>Vehicle Application</td>
<td>ON-OFF HIGHWAY, STARTING GRAD&lt;18%</td>
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</tr>
<tr>
<td>Body/Trailer Type</td>
<td>SNOW PLOW FRONT MOUNTED</td>
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</tr>
<tr>
<td>Loading/Unloading Surface Type</td>
<td>CONCRETE LOADING AND / OR UNLOADING SURFACE</td>
<td></td>
</tr>
<tr>
<td>Engine</td>
<td>MP8-455M MACK 455HP @ 1500-1900 RPM (PEAK) 2100 RPM (GOV) 1760 LB-FT, US'17</td>
<td></td>
</tr>
<tr>
<td>Peak Power</td>
<td>455.0 @ 1400 - 1700</td>
<td>HP</td>
</tr>
<tr>
<td>Peak Torque</td>
<td>2400 @ 1050</td>
<td>Newton Meters</td>
</tr>
<tr>
<td>Transmission</td>
<td>MACK TMD13AFO-HD mDrive HD 13 SP, CREEPER/ MULTI-SPEED REVERSE (OVERDRIVE)</td>
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</tr>
<tr>
<td>Rear Axle</td>
<td>46000# (20900kg) MACK S462R CAST DUCTILE HOUSING</td>
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<tr>
<td>Rear Axle Ratio</td>
<td>3.79</td>
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<tr>
<td>Rear Tire</td>
<td>11R22.5 G BRIDGESTONE M710 ECOPIA (23360 lbs) (DRIVE ONLY)</td>
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<tr>
<td>Tire Revolutions per</td>
<td>497</td>
<td>Mile</td>
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<td>Total Reduction</td>
<td>2.96</td>
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### CALCULATED PERFORMANCE SUMMARY

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<th>Speed</th>
<th>UOM</th>
<th>RPM</th>
<th>Desired / Recommended Value</th>
<th>Status</th>
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<tr>
<td>Engine RPM @ 65 MPH</td>
<td>65.2</td>
<td>MPH</td>
<td>1599</td>
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<tr>
<td>Engine RPM @ Desired Cruise Speed</td>
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<td>MPH</td>
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<tr>
<td>Engine RPM @ Road Speed Limit (FSL)</td>
<td>70.0</td>
<td>MPH</td>
<td>1715</td>
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<tr>
<td>Sweet Spot Cruise Speed Range In Top Gear</td>
<td>51.0 - 55.1</td>
<td>MPH</td>
<td>1250 - 1350</td>
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<tr>
<td>Top Gear Speed Range</td>
<td>40.8 - 85.7</td>
<td>MPH</td>
<td>1000 - 2100</td>
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</tr>
<tr>
<td>Minimum Practical Speed In Reverse</td>
<td>0.5</td>
<td>MPH</td>
<td>600</td>
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<tr>
<td>Maximum Practical Speed In Reverse</td>
<td>1.6</td>
<td>MPH</td>
<td>2100</td>
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</tr>
<tr>
<td>Minimum Practical Speed In Lowest Forward Gear</td>
<td>1.1</td>
<td>MPH</td>
<td>600</td>
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<tr>
<td>Maximum Practical Speed In Lowest Forward Gear</td>
<td>3.8</td>
<td>MPH</td>
<td>2100</td>
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### Pricelist

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<th>DEALER NAME</th>
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<tr>
<td>VANG2019000033709</td>
<td>4/16/2019</td>
<td>19 of 22</td>
<td>COCONINO COUNTY PUBLIC WORKS</td>
<td>ARIZONA TRUCK CENTER, LLC</td>
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## PERFORMANCE - PREDICTOR (cont.)

### VEHICLE SPECIFICATION SUMMARY

<table>
<thead>
<tr>
<th>Condition</th>
<th>Gradeability</th>
<th>Required Gradeability in Top Gear</th>
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<tbody>
<tr>
<td>Maximum in Top Gear (Concrete)</td>
<td>3.8%</td>
<td>0.0%</td>
</tr>
<tr>
<td>Maximum in Top Gear (Asphalt)</td>
<td>3.8%</td>
<td>0.0%</td>
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<tr>
<td>Stability</td>
<td>50.0%</td>
<td>18.0%</td>
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### Loading/Unloading Surface Type

<table>
<thead>
<tr>
<th>Condition</th>
<th>Recommended Speed on 1.5% Grade</th>
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</thead>
<tbody>
<tr>
<td>Speed on a 1.5% Grade (Concrete)</td>
<td>82.6 MPH</td>
</tr>
<tr>
<td>Suggested Value for Gear Down Vehicle Speed</td>
<td>2025 rpm in 12th gear</td>
</tr>
<tr>
<td>Driveability Rating</td>
<td>Status</td>
</tr>
<tr>
<td>100% Max Power available after shift</td>
<td>CAUTION!</td>
</tr>
<tr>
<td>&gt;95% Very Good</td>
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</tr>
<tr>
<td>&gt;90% Acceptable</td>
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<table>
<thead>
<tr>
<th>Performance Level</th>
<th>Recommended Speed on 1.5% Grade</th>
<th>Min Gradeability in Top Gear</th>
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</thead>
<tbody>
<tr>
<td>PL5 - High Performance</td>
<td>&gt;67 MPH</td>
<td>1.9%</td>
</tr>
<tr>
<td>PL4 - Performance</td>
<td>61 - 67 MPH</td>
<td>1.7%</td>
</tr>
<tr>
<td>PL3 - Economy</td>
<td>54 - 60 MPH</td>
<td>1.5%</td>
</tr>
<tr>
<td>PL2 - Fleet / Construction</td>
<td>47 - 53 MPH</td>
<td>1.3%</td>
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<tr>
<td>PL1 - Heavy Haul</td>
<td>40 - 46 MPH</td>
<td>1.1%</td>
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</tbody>
</table>
RPM at 85 MPH

RPM at Cruise Speed

<table>
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<tr>
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<th>RPM</th>
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<tr>
<td>Min. of Engine Range</td>
<td>40.8</td>
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<tr>
<td>Min. of Economy Range</td>
<td>51.0</td>
</tr>
<tr>
<td>Cruise Speed</td>
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</tr>
<tr>
<td>Max. of Economy Range</td>
<td>55.1</td>
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<tr>
<td>Road Speed Limit</td>
<td>70.0</td>
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<tr>
<td>Max. of Engine Range</td>
<td>85.7</td>
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VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales Code</th>
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<th>Length</th>
<th>UOM</th>
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</thead>
<tbody>
<tr>
<td>Front Frame Extension</td>
<td>N/A</td>
<td>FE</td>
<td>27.2</td>
<td>INCHES</td>
</tr>
<tr>
<td>Bumper to Front Axle</td>
<td>N/A</td>
<td>BA</td>
<td>56.2</td>
<td>INCHES</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>N/A</td>
<td>WB</td>
<td>240.0</td>
<td>INCHES</td>
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<tr>
<td>Rear Overhang</td>
<td>N/A</td>
<td>OH</td>
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</tr>
<tr>
<td>Overall Length</td>
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<td>OL</td>
<td>359.5</td>
<td>INCHES</td>
</tr>
<tr>
<td>Bumper to Back of Cab</td>
<td>N/A</td>
<td>BBC</td>
<td>143.7</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Bumper to Back of Cab</td>
<td>N/A</td>
<td>EBBC</td>
<td>155.2</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Cab to Rear Axle</td>
<td>N/A</td>
<td>ECA</td>
<td>140.9</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Front Axle to Back of Cab</td>
<td>N/A</td>
<td>EAC</td>
<td>99.0</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Cab to End of Frame</td>
<td>N/A</td>
<td>ECEF</td>
<td>204.3</td>
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<tr>
<td>Uniaden 5th Wheel Height</td>
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<tr>
<td>Uniaden Frame Height</td>
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<td>FH</td>
<td>44.3</td>
<td>INCHES</td>
</tr>
<tr>
<td>Cab Height</td>
<td>N/A</td>
<td>CH</td>
<td>70.9</td>
<td>INCHES</td>
</tr>
<tr>
<td>Overall Height</td>
<td>N/A</td>
<td>OVH</td>
<td>115.2</td>
<td>INCHES</td>
</tr>
<tr>
<td>Driver CG</td>
<td>N/A</td>
<td>DOG</td>
<td>70.9</td>
<td>INCHES</td>
</tr>
<tr>
<td>54&quot; AXLE SPACING (BOGIE WHEELBASE)</td>
<td>GWADGX</td>
<td>BS</td>
<td>53.9</td>
<td>INCHES</td>
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<tr>
<td>Second Front Axle Spacing</td>
<td>RHGZ1X</td>
<td>SFAS</td>
<td>0.0</td>
<td>INCHES</td>
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</table>

DIMENSIONS - SIDE VIEW

---

**DIMENSIONS - SIDE VIEW**

**VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Sales Code</th>
<th>Dwg Ref</th>
<th>Length</th>
<th>UOM</th>
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<tr>
<td>Front Frame Extension</td>
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<td>INCHES</td>
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<tr>
<td>Bumper to Front Axle</td>
<td>N/A</td>
<td>BA</td>
<td>56.2</td>
<td>INCHES</td>
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<tr>
<td>Wheelbase</td>
<td>N/A</td>
<td>WB</td>
<td>240.0</td>
<td>INCHES</td>
</tr>
<tr>
<td>Rear Overhang</td>
<td>N/A</td>
<td>OH</td>
<td>63.4</td>
<td>INCHES</td>
</tr>
<tr>
<td>Overall Length</td>
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<td>OL</td>
<td>359.5</td>
<td>INCHES</td>
</tr>
<tr>
<td>Bumper to Back of Cab</td>
<td>N/A</td>
<td>BBC</td>
<td>143.7</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Bumper to Back of Cab</td>
<td>N/A</td>
<td>EBBC</td>
<td>155.2</td>
<td>INCHES</td>
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<tr>
<td>Eff. Cab to Rear Axle</td>
<td>N/A</td>
<td>ECA</td>
<td>140.9</td>
<td>INCHES</td>
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<tr>
<td>Eff. Front Axle to Back of Cab</td>
<td>N/A</td>
<td>EAC</td>
<td>99.0</td>
<td>INCHES</td>
</tr>
<tr>
<td>Eff. Cab to End of Frame</td>
<td>N/A</td>
<td>ECEF</td>
<td>204.3</td>
<td>INCHES</td>
</tr>
<tr>
<td>Uniaden 5th Wheel Height</td>
<td>E5B21X</td>
<td>5W</td>
<td>0.0</td>
<td>INCHES</td>
</tr>
<tr>
<td>Uniaden Frame Height</td>
<td>N/A</td>
<td>FH</td>
<td>44.3</td>
<td>INCHES</td>
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<tr>
<td>Cab Height</td>
<td>N/A</td>
<td>CH</td>
<td>70.9</td>
<td>INCHES</td>
</tr>
<tr>
<td>Overall Height</td>
<td>N/A</td>
<td>OVH</td>
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<td>INCHES</td>
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<td>Driver CG</td>
<td>N/A</td>
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<td>INCHES</td>
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<tr>
<td>54&quot; AXLE SPACING (BOGIE WHEELBASE)</td>
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<td>BS</td>
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<td>INCHES</td>
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<tr>
<td>Second Front Axle Spacing</td>
<td>RHGZ1X</td>
<td>SFAS</td>
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<td>INCHES</td>
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### VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

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<tr>
<td>SAE Turning Radius</td>
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<tr>
<td>Adjusted Turning Radius</td>
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<td>A</td>
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<tr>
<td>Curb-to-Curb Diameter</td>
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<td>Wall-to-Wall Diameter</td>
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<td>C</td>
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<td>FEET</td>
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</tbody>
</table>

Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable). The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components
## WEIGHT - DISTRIBUTION

<table>
<thead>
<tr>
<th>Inputs Required</th>
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<tr>
<td>Driver Weight</td>
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<tr>
<td>Total Body Length</td>
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<tr>
<td>Body Tare Weight</td>
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<tr>
<td>Additional Clearance from Back of Exhaust to Front of Body</td>
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<td>Front of Body to Body CG</td>
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<td>INCHES</td>
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### VEHICLE SPECIFICATION SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Description</th>
<th>Doc Ref</th>
<th>Length</th>
<th>UOM</th>
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<tbody>
<tr>
<td>Bumper to Front Axle</td>
<td>N/A</td>
<td>BA</td>
<td>56.2</td>
<td>INCHES</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>N/A</td>
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<td>240.0</td>
<td>INCHES</td>
</tr>
<tr>
<td>Rear Overhang</td>
<td>N/A</td>
<td>CH</td>
<td>63.4</td>
<td>INCHES</td>
</tr>
<tr>
<td>Bumper to Back of Cab</td>
<td>N/A</td>
<td>BBC</td>
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<td>INCHES</td>
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<td>BOC Exhaust Space</td>
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<td>DCG</td>
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<td>First Pusher Axle Spacing</td>
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### CALCULATED PERFORMANCE SUMMARY

<table>
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<tr>
<th>Tare Weights</th>
<th>Front Axle</th>
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<th>Total</th>
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<tr>
<td>Chassis</td>
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<td>8354</td>
<td>18901</td>
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<td>Driver</td>
<td>142</td>
<td>60</td>
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<td>LB</td>
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<td>Fuel</td>
<td>494</td>
<td>300</td>
<td>794</td>
<td>LB</td>
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<tr>
<td>Body/Trailer</td>
<td>568</td>
<td>2934</td>
<td>3501</td>
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<td>Total Tare</td>
<td>11750</td>
<td>11646</td>
<td>23395</td>
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<td>First Body Payload</td>
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<td>35690</td>
<td>42606</td>
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<td>Total - Lift Axles Down</td>
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<td>47345</td>
<td>66000</td>
<td>LB</td>
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<td>20000</td>
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<td>65035</td>
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**PRICELIST**

**QUOTATION**

**DATE**

**PAGE**

**CUSTOMER NAME**

**DEALER NAME**

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5/21/2019 Page 24 of 26
<table>
<thead>
<tr>
<th>Sub-Category</th>
<th>Sales Code</th>
<th>Sales Code Description</th>
<th>Value</th>
<th>UOM</th>
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</thead>
<tbody>
<tr>
<td>Front Axle</td>
<td>240AA3</td>
<td>20000# (8100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS</td>
<td>20000</td>
<td>LB</td>
</tr>
<tr>
<td>Front Suspension</td>
<td>244AB5</td>
<td>MACK TAPERLEAF HD 20000# (8100 KG) GROUND LOAD RATING</td>
<td>20000</td>
<td>LB</td>
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<tr>
<td>Front Tires</td>
<td>600AW4</td>
<td>425/65R22.5 L MICHELIN XZY3 (22800 lbs)</td>
<td>22708</td>
<td>LB</td>
</tr>
<tr>
<td>Front Wheels</td>
<td>531AD6</td>
<td>22.5x12.25 ACCURIDE STEEL DISC 10-HOLE HUB PILOTED (11 1/4&quot;/288mm BC) (CHASSIS WIDTH EXCEEDS 96&quot;) 5.</td>
<td>22885</td>
<td>LB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Front GAWR</td>
<td>20000</td>
<td>LB</td>
</tr>
<tr>
<td>Rear Axle</td>
<td>268AA9</td>
<td>48000# (20900kg) MACK S462R CAST DUCTILE HOUSING</td>
<td>48001</td>
<td>LB</td>
</tr>
<tr>
<td>Rear Suspension</td>
<td>188AE8</td>
<td>HMX460 HENDRICKSON HAULMAX RUBBER SUSPENSION 46000lbs</td>
<td>48001</td>
<td>LB</td>
</tr>
<tr>
<td>Rear Tires</td>
<td>901AK8</td>
<td>11R22.5 G BRIDGESTONE M710 ECOPA (23380 lbs) (DRIVE ONLY)</td>
<td>48720</td>
<td>LB</td>
</tr>
<tr>
<td>Rear Wheels</td>
<td>348AE2</td>
<td>22.5x8.25 ACCURIDE ACOU-LITE STEEL DISC 10-HOLE HUB PILOTED, TWO HAND HOLES (11 1/4&quot; BOLT CIRCLE)</td>
<td>59200</td>
<td>LB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear GAWR</td>
<td>48001</td>
<td>LB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Truck GAWR</td>
<td>66000</td>
<td>LB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gross Combination Weight Rating</td>
<td>65035</td>
<td>LB</td>
</tr>
</tbody>
</table>
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA. If the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 081716-NAF

Proposer’s full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA’s evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA’s discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
(Name Printed or Typed)

Chad Coauette
(Name Printed or Typed)

Awarded on November 15, 2016

NJPA Contract # 081716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: 72 Hour LLC dba National Auto Fleet Group

Authorized Signatory’s Title: Fleet Manager

(Name Printed or Typed)

Executed on 11-15-2016

NJPA Contract # 081716-NAF
DATE: May 15, 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 to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00.

RECOMMENDED MOTION:

Approve the First Amendment to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County for projects up to $2,000,000.00.

BACKGROUND:

On June 5th, 2018 the Board awarded the RFQ 2018-104 to ten firms to provide on-call JOC services to the County Flood Control District on an as-needed basis. Lake Powell Construction & Development, Inc. is one of the firms selected and will provide services including (but not limited to): roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement; installing culverts, catch basins, detention ponds, rock riprap, gabion baskets, excavation and drainages.

The purpose of this submittal is to consider approval to extend for the second year of the Agreement with Lake Powell Construction & Development, Inc., as one of the ten firms who will be available to perform the work. Competitive pricing from pre-approved firms will determine who is awarded each project.

ALTERNATIVES:

The following alternatives are available to the Board of Supervisors:
• Approve this submittal.
• Disapprove and request a new solicitation for this project
• Disapprove and cancel the project.
FISCAL IMPACT:

Each project will be budgeted by the department prior to approval.

ATTACHMENTS:

1 – Staff Report
2 – First Amendment
3 - COI
This FIRST AMENDMENT (hereinafter this “Amendment”) is made this _____ day of ____________, 2019.

BETWEEN

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

AND

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC., an Arizona corporation, with a mailing address of P.O. BOX 122, Page, Arizona 86040, (hereinafter the "Independent Contractor").

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing the 1st day of June 2018, for the Independent Contractor to provide Job Order Contracting (JOC) services, (hereinafter the "Agreement"); and

B. The Agreement could be renewed for an additional one-year period for no more than four (4) additional years, pursuant to Section III of the Agreement; and

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

D. The parties wish to renew the Agreement for a one-year period as set forth below:

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 the 1st day of June 2019 through the 31st day of May 2020.

2. Terms and conditions in 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.

COCONINO COUNTY
BOARD OF SUPERVISORS

Art Babbott
Chairman

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC.

Jim D. Arnold
President

STATE OF ARIZONA )
)ss.
County of Coconino )

SUBSCRIBED and sworn to before me by Jim D. Arnold as President of and for Lake Powell Construction & Development, Inc. on this 20th day of March, 2019.

APPROVED AS TO FORM:

Deputy County Attorney

Notary Public

[Notary Seal]

James E. Cvach
Notary Public
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 5th day of June, 2018,

BETWEEN

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC., an Arizona corporation, with a mailing address of P.O. Box 122, Page, Arizona 86040, (hereinafter the "Independent Contractor"),

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 Job Order Contracting (JOC) services for General Contracting Construction Services, (hereinafter the "Services"); and

B. The County has reviewed Statements of Qualifications (SOQs) from RFQ 2018-104 in order to select the appropriate Independent Contractor to provide the services; and

C. The Independent Contractor has submitted a successful proposal; and

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

E. The Independent Contractor is ready, willing and able to provide to provide the Services on the terms and conditions set out herein.

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

I. Scope of Work

A. The County is in need of general contracting construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to County facilities and roadways. The Independent Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

B. All work performed by the Independent Contractor shall meet all applicable state and local codes and the Independent Contractor shall be required to obtain all required permits and inspections.
C. Horizontal Job Orders will include, but not limited to tasks such as roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement, culverts, catch basins, detention ponds, rock riprap, gabion baskets, excavation, drainages, roadway striping, concrete work, tree removal, emergency traffic control, water and sewer lines, snow removal assistance, rock crushing/blasting.

D. For Public Works projects, the following order of precedence shall govern:
   i. Special Provisions.
   ii. Coconino County Engineering Design & Construction Criteria and Coconino County Construction Standards.
   iii. Project Construction Plans.
   iv. ADOT Standards and Specifications, current edition(s).
   v. MAG Standards and Specifications, current editions/revisions.

E. The Independent Contractor shall attend a Scoping meeting for each project and be prepared to discuss the following topics:

   - The general scope of the work.
   - Methods and alternatives for accomplishing the work and value engineering.
   - Access to the site and protocol for admission/access.
   - Hours of construction operation.
   - Staging area.
   - Specific quality requirements for equipment and material.
   - Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
   - The presence of hazardous materials.
   - Temporary services and shutoffs.
   - Safety issues/concerns and procedures.
   - Construction duration.
   - Date on which price proposal is due.

F. When a particular project is offered to the Independent Contractor, the Independent Contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Independent Contractor unless change orders are pre-approved by the County.

G. By executing a price proposal, the Independent Contractor represents that they have visited the project site(s) and familiarized themselves with the
local conditions under which the work is to be performed. The County does not undertake to represent or warrant the site or local conditions.

H. The County reserves the right to reject the Independent Contractor’s selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

I. The County has the right to request Job Order proposals from more than one JOC firm for competitive purposes. Pricing will be determined by Open Book Pricing consisting of firm subcontractor price quotes that are shared with and approved by the County.

J. A separate Purchase Order will be issued for each Job Order before the commencement of any work by the Independent Contractor. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

K. Change orders may be approved if they are based on conditions that are not reasonably foreseeable and only if there is strict and complete compliance with County procedures.

L. Payment and performance bonds are required for all projects for the full amount of the project. The County, at its sole discretion, may waive this requirement for small projects that are under $30,000.00.

1. Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a 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 his/her sole and absolute judgment.

2. 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.

3. In the event the Independent Contractor provides to the County the certificate and proof of bond assurance and the County determines, in his/her 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 his/her sole and absolute judgment.

M. The Independent Contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Agreement, the Independent Contractor shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

N. The Independent Contractor shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Agreement.

O. The Independent Contractor shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the County. The superintendent shall represent the Independent Contractor and have authority to act for the Independent Contractor. The Independent Contractor or qualified representative shall attend meetings with the County, at a frequency as determined by the County, for the purpose of coordinating or expediting the work.

P. Safety. During the construction process, the Independent Contractor shall comply with all applicable federal, state and County health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry" shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All
construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Independent Contractor’s responsibility. The County may stop construction on a project until safety concerns have been corrected.

1. During construction, the Independent Contractor shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the County for larger projects.

2. The Independent Contractor shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Independent Contractor shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

Q. To determine the date of final completion of a particular project, final inspection of the work by the County shall be made within five (5) working days after receipt of the Independent Contractor’s written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the County determines that the Independent Contractor has achieved final completion. However, if such inspection, in the sole opinion of the County, reveals items of work still to be performed, the Independent Contractor shall promptly perform them and then request a re-inspection.

R. Method of Payment to the Independent Contractor.

1. The Independent Contractor shall submit progress payments and invoices at the end of each calendar month. Such invoice shall include a detailed breakdown of all charges, and shall be based on completion of tasks.

2. Invoices shall be submitted to the County Department that issued the Job Order (Purchase Order).

3. Upon inspection and acceptance of the Work, the County will render payment, less retainage, within thirty (30) days.

4. The Independent Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Agreement. All amounts withheld may be included in the final payment.
II. Compensation

The compensation to be paid by the County for the work performed by the Independent Contractor under Section I above, shall be based on the purchase order prepared for each project. The payment terms will be net thirty (30) days. In no instance, however, shall the total amount due the Independent Contractor exceed the amount of $2,000,000.00 per project.

III. Term of Agreement

The effective term of this Agreement is from June 1, 2018 through May 30, 2019. The County has the option to extend this Agreement for four (4) additional one year periods.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its subcontractors 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. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent 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 Independent 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. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(e) applies; or (b) in a manner that
discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. 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.

XII. 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, representation, 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.

XIII. 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 (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.

XIV. 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.

XV. 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.

XVI. Non-assignment

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

XVII. Cancellation of Agreement

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. Assessment of Liquidated Damages. The County may apply this section to specific Job Orders as necessary. It may not apply to all projects.

A. The County will deduct from money due the Independent Contractor a daily charge for each day that work remains incomplete after expiration of the Agreement time. The daily charge will be based on the original Agreement value and will be in the amount shown in the following table:
<table>
<thead>
<tr>
<th>Original Agreement Amount</th>
<th>Liquidated Damages Per Day</th>
</tr>
</thead>
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<td>To and Including:</td>
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<tr>
<td>$0</td>
<td>$100,000</td>
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<td>100,000</td>
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<tr>
<td>1,000,000</td>
<td>2,000,000</td>
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</table>

B. The County, in its sole discretion, may waive all or any portion of the liquidated damage assessment after the date the work is substantially completed and is in condition for safe and convenient use by the travelling public, or available for next-stage construction without restriction.

C. No liquidated damages will accrue during periods of authorized suspension of operations.

D. Permitting the Independent Contractor to continue and finish the work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the County of any of its rights under the Agreement. Neither by the act of taking over the work nor by annulment of the Agreement shall the County forfeit the right to recover liquidated damages from the Independent Contractor or the Independent Contractor’s Sureties.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC.

By
Jim D. Arnold
President

COCONINO COUNTY

By
Matt Ryan, Chairman
Board of Supervisors

ACKNOWLEDGED before me by Jim D. Arnold as President of and for Lake Powell Construction & Development, Inc. on this ___ day of ___ , 2018.

ATTEST:

Wendy Escoffier
Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

My Commission Expires
## Certificate of Liability Insurance

**Certificate Number:** 19/20 - GL, Auto, Umb

**Certification:**
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).

### Insured

**Leavitt Insurance & Central Bond Services, Inc.**  
199 North Main  
PO Box 757  
Spanish Fork UT 84660

**Lake Powell Construction & Development, Inc.**  
P.O. Box 122  
Page AZ 86040

**Cincinnati Insurance Company**  
INSURER B: Owners

**Contact:** Christie Hardwick  
PHONE: (801) 798 - 7343  
FAX: (801) 798 - 3642  
EMAIL: christie-hardwick@leavitt.com

**Insurer's Affording Coverage:** NAIC 

**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.

### Coverages

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>EPP0180432</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>43-867-801-01</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>ANY AUTO</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<tr>
<td>UM BRIDGE LIABILITY</td>
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<td>OCCUR</td>
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<tr>
<td>EXCESS LIABILITY</td>
<td>CLAUSES-MADE</td>
<td>E</td>
<td>$1,000,000</td>
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</table>

**Workers Compensation and Employers’ Liability**

Y | N/A

**Description of Operations / Locations / Vehicles**

Any and all JOC projects. Coconino County and Coconino County Flood Control District, its agents, officials, employees & volunteers are included as Additional Insured (on the general liability and automobile liability) when required by written contract, per attached policy forms & endorsements. A waiver of subrogation on the general liability & workers compensation is also included per the attached endorsements.

### Certificate Holder

msavoy@coconino.az.gov

Coconino County and Coconino County Flood Control District  
Attn: Mike Savoy  
219 East Cherry Avenue  
Second Floor  
Flagstaff, AZ 86001

### Cancellation

**Authorized Representative:** Danise Norwood/DW

**Should Any of the Above Described Policies Be Cancelled or Expire Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

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INS025 (2014/01)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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<td>Paramedics</td>
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<td>13. Broadened Notice of Occurrence</td>
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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

   Each Employee Limit: $ 1,000,000
   Aggregate Limit: $ 3,000,000
   Deductible: $ 1,000

3. Damage to Premises Rented to You

   The lesser of:
   a. The Each Occurrence Limit shown in the Declarations; or
   b. $500,000 unless otherwise stated $ ____________

4. Supplementary Payments

   a. Bail bonds: $ 1,000
   b. Loss of earnings: $ 350
5. Medical Payments

Medical Expense Limit: $ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)
Coverage a. $1,000
Coverage b. $5,000 unless otherwise stated $ $ $ 
Deductibles (Each Occurrence)
Coverage a. $250
Coverage b. $250 unless otherwise stated $ 

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>PREMIUM BASIS</th>
<th>RATE (For Limits in Excess of $5,000)</th>
<th>ADVANCE PREMIUM (For Limits in Excess of $5,000)</th>
</tr>
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<tr>
<td>b. Care, Custody or Control</td>
<td>(a) Area</td>
<td>$</td>
<td>$</td>
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<td>(c) Gross Sales</td>
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<td></td>
<td>TOTAL ANNUAL PREMIUM</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: $ 10,000
Deductible: $ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

   (1) Insuring Agreement

   (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

   1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

   2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

   (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

   1) Occurs during the policy period; or

   2) Occurred prior to the effective date of this endorsement provided:

   a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

   You will be deemed to have
knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassign-
ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section B, Limits of Insurance, 1. Employee Benefit Liability Coverage and the rules
below fix the most we will pay regardless of the number of:

(a) Insureds;
(b) Claims made or "suits" brought;
(c) Persons or organizations making claims or bringing "suits";
(d) Acts, errors or omissions; or
(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or
(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim, apply irrespective of the application of the deductible amount.

(d) 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 we have paid.

d. Additional Conditions
As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit
a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer dam-
ages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or
d. Effecting, continuing or terminating any "employee’s" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.
3. Damage to Premises Rented to You
   a. The last Subparagraph of Paragraph 2, SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

   Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

   b. The insurance provided under SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

   (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

   The exclusions under SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than 1. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

   This insurance does not apply to:

   (a) "Property damage":

      1) Assumed in any contract; or

      2) Loss caused by or resulting from any of the following:

         a) Wear and tear;

         b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

         c) Smog;

         d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

         e) Settling, cracking, shrinking or expansion or

         f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

   (b) Loss caused directly or indirectly by any of the following:

      1) Earthquake, volcanic eruption, landslide or any other earth movement;

      2) Water that backs up or overflows from a sewer, drain or sump;

      3) Water under the ground surface pressing on, or flowing or seeping through:

         a) Foundations, walls, floors or paved surfaces;

         b) Basements, whether paved or not;

         c) Doors, windows or other openings.

   (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

      1) You did your best to maintain heat in the building or structure;

      2) You drained the equipment and shut off the water supply if the heat was not maintained.

   (d) Loss to or damage to:

      1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

      2) The interior of any building or structure, or to personal property in the building or structure.
caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits of Insurance, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits of Insurance, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, J. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".
b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each “occurrence” which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or “suit” irrespective of the amount.

(3) 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.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4, is hereby deleted and replaced by the following:

a. insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a written contract requiring such waiver with that person or organization and included in the “products-completed operations hazard”. However, our rights may only be waived prior to the “occurrence” giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to

SECTION II - WHO IS AN INSURED:

(1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued, is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an “occurrence” or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, 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 such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-
companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a) Providing engineering, architectural or surveying services to others; and
b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

(1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

(2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12, "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

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12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your “employees” who provide professional health care services on your behalf as duly licensed:

(a) Nurses;

(b) Emergency Medical Technicians; or

(c) Paramedics,

in the jurisdiction where an “occurrence” or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

(a) You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, 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.

This requirement applies only when the “occurrence” or offense is known to an “authorized representative”.

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(c) 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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY OR DAMAGE TO OR RESULTING FROM YOUR WORK
AND INJURY OR DAMAGE RESULTING FROM YOUR PRODUCT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of this endorsement apply only with respect to "property damage" to or resulting from "your work", "property damage" resulting from "your product", and "bodily injury" resulting from "your work" and "your product". The following coverage is afforded hereunder:

A. SECTION I - COVERAGES, COVERAGE A.
   BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a. is amended to include damages which you become legally obligated to pay because of "property damage" that is:

   (1) To "your work", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
   (2) To property other than "your product" or "your work", if the "property damage" is caused by or results from "your product" or "your work":

   if such "property damage":

   (1) Consists of physical injury to tangible property, including all immediately ensu ing, resulting loss of use of that property; and
   (2) Is included within the "products-completed operations hazard".

"Property damage" for which this Paragraph A. provides coverage shall be deemed to be caused by an "occurrence".

However, we will not pay for:

(1) "Property damage" that was a result of willful, wanton or intentional misconduct; or
(2) "Property damage" that was to "defective or faulty work".

B. SECTION I - COVERAGES, COVERAGE A.
   BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a. is amended to include damages which you become legally obligated to pay because of "bodily injury" that is caused by or results from "your work" or "your product" if such "bodily injury" is included within the "products-completed operations hazard".

"Bodily injury" for which this Paragraph B. provides coverage shall be deemed to be caused by an "occurrence".

However, we will not pay for "bodily injury" that was a result of willful, wanton or intentional misconduct.

C. With respect to the coverage provided under Paragraphs A. and B., this endorsement does not serve to limit or restrict the applicability of any exclusion or limitation under this Coverage Part.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Liberalization is amended to include the following:

4. Liberalization

If a Coverage Part includes GA 4315 06 09, Property Damage Caused By Work Performed For You By Your Subcontractor(s), this endorsement will apply retroactively for the period GA 4315 06 09 was effective on that Coverage Part.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Excess Insurance

This insurance is excess except when b. below applies. This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance.
(b) **Primary or Primary / Noncontributory Insurance**

Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to an additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

F. **SECTION V - DEFINITIONS** is amended to include the following:

"Defective or faulty work" means work that fails to meet or comply with applicable building code(s), fails to meet or comply with industry standards, is not fit as constructed for its intended use, or does not meet or comply with a contract's plans or specifications. "Defective or faulty work" is not physical injury to tangible property.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Lucinda Andreani, Public Works Director/Flood Control Administrator

SUBJECT: Consideration and possible action regarding approval of the First Amendment to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

RECOMMENDED MOTION:

Approve the First Amendment to a contract with Lake Powell Construction & Development, Inc., for Job Order Contracting (JOC) services to the County Flood Control District for projects up to $2,000,000.00.

BACKGROUND:

On June 5th, 2018 the Board will consider the award of RFQ 2018-104 to ten firms to provide on-call JOC services to the County Flood Control District on an as-needed basis. Lake Powell Construction & Development, Inc. is one of the firms selected and will provide services including (but not limited to): roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement; installing culverts, catch basins, detention ponds, rock riprap, gabion baskets, excavation and drainages.

The purpose of this submittal is to consider approval to extend for the second year of the Agreement with Lake Powell Construction & Development, Inc., as one of the ten firms who will be available to perform the work. Competitive pricing from pre-approved firms will determine who is awarded each project.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:
• Approve this submittal.
• Disapprove and request a new solicitation for this project
• Disapprove and cancel the project.
FISCAL IMPACT:

Each project will be budgeted by the department prior to approval.

ATTACHMENTS:

1 – Staff Report
2 – First Amendment to the Contract
3 - COI
This FIRST AMENDMENT (hereinafter this “Amendment”) is made this ___ day of ____________, 2019,

BETWEEN

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

AND

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC., an Arizona corporation, with a mailing address of P.O. BOX 122, Page, Arizona 86040, (hereinafter the "Independent Contractor").

WHEREAS:

A. The County and the Independent Contractor entered into an agreement commencing the 1st day of June 2018, for the Independent Contractor to provide Job Order Contracting (JOC) services, (hereinafter the “Agreement”); and

B. The Agreement could be renewed for an additional one-year period for no more than four (4) additional years, pursuant to Section III of the Agreement; and

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

D. The parties wish to renew the Agreement for a one-year period as set forth below:

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 the 1st day of June 2019 through the 31st day of May 2020.

2. Terms and conditions in 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.

COCONINO COUNTY BOARD OF SUPERVISORS

Art Babbott Chairman

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC.

Jim D. Arnold President

STATE OF ARIZONA )
County of Coconino )

SUBSCRIBED and sworn to before me by Jim D. Arnold as President of and for Lake Powell Construction & Development, Inc. on this 20TH day of __________, 2019.

Deputy County Attorney

Notary Public

[Official Seal]

JAMES E. CVACH
NOTARY PUBLIC - ARIZONA COCONINO COUNTY
My Comm. Expires August 4, 2021
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this 5th day of June, 2018,

BETWEEN

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC., an Arizona corporation, with a mailing address of P.O. Box 122, Page, Arizona 86040, (hereinafter the "Independent Contractor"),

AND

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

WHEREAS:

A. The District has a need to obtain the services of an Independent Contractor to provide Job Order Contracting (JOC) services for General Contracting Construction Services, (hereinafter the “Services”); and

B. The District has reviewed Statements of Qualifications (SOQs) from RFQ 2018-104 in order to select the appropriate Independent Contractor to provide the services; and

C. The Independent Contractor has submitted a successful proposal; and

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

E. The Independent Contractor is ready, willing and able to provide to provide the Services on the terms and conditions set out herein.

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

I. Scope of Work

A. The District is in need of general contracting for horizontal construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to facilities and roadways. The Independent Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

B. All work performed by the Independent Contractor shall meet all applicable state and local codes and the Independent Contractor shall be required to obtain all required permits and inspections.
C. Horizontal Job Orders will include, but not limited to tasks such as roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement, culverts, catch basins, detention ponds, rock riprap, gabion baskets, excavation, drainages, roadway striping, concrete work, tree removal, emergency traffic control, water and sewer lines.

D. For Public Works projects, the following order of precedence shall govern:
   i. Special Provisions.
   ii. Coconino County Engineering Design & Construction Criteria and Coconino County Construction Standards.
   iii. Project Construction Plans.
   iv. ADOT Standards and Specifications, current edition(s).
   v. MAG Standards and Specifications, current editions/revisions.

E. The Independent Contractor shall attend a Scoping meeting for each project and be prepared to discuss the following topics:

   - The general scope of the work.
   - Methods and alternatives for accomplishing the work and value engineering.
   - Access to the site and protocol for admission / access.
   - Hours of construction operation.
   - Staging area.
   - Specific quality requirements for equipment and material.
   - Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
   - The presence of hazardous materials.
   - Temporary services and shutoffs.
   - Safety issues / concerns and procedures.
   - Construction duration.
   - Date on which price proposal is due.

F. When a particular project is offered to the Independent Contractor, the Independent Contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Independent Contractor unless change orders are pre-approved by the District.

G. By executing a price proposal, the Independent Contractor represents that they have visited the project site(s) and familiarized themselves with the
local conditions under which the work is to be performed. The District does not undertake to represent or warrant the site or local conditions.

H. The District reserves the right to reject the Independent Contractor’s selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

I. The District has the right to request Job Order proposals from more than one JOC firm for competitive purposes. Pricing will be determined by Open Book Pricing consisting of firm subcontractor price quotes that are shared with and approved by the District.

J. A separate Purchase Order will be issued for each Job Order before the commencement of any work by the Independent Contractor. A Purchase Order will reference the detailed Scope of Work and amount of compensation.

K. Change orders may be approved if they are based on conditions that are not reasonably foreseeable and only if there is strict and complete compliance with District procedures.

L. Payment and performance bonds are required for all projects for the full amount of the project. The District, at its sole discretion, may waive this requirement for small projects that are under $30,000.00.

1. Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a performance and payment bond for the District 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 Flood Control District, 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 District, and the bond shall otherwise be satisfactory in its scope and content as determined by the District in his/her sole and absolute judgment.

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

3. In the event the Independent Contractor provides to the District the certificate and proof of bond assurance and the District determines, in his/her sole and separate judgment, that the certificate and/or assurance is inadequate in any regard, then the District reserves the right to unilaterally rescind the Independent Contractor’s award of this project. The District’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 District issues to the Independent Contractor the Notice to Proceed with the project. The District waives any objection to the District’s adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the District 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 District in his/her sole and absolute judgment.

M. The Independent Contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence of this Agreement, the Independent Contractor shall therefore prosecute the work diligently, using such means and methods of construction as will assure final completion within the time specified in the written price proposal.

N. The Independent Contractor shall supervise and direct the work, using the best skill and attention and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Agreement.

O. The Independent Contractor shall keep on the site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the District. The superintendent shall represent the Independent Contractor and have authority to act for the Independent Contractor. The Independent Contractor or qualified representative shall attend meetings with the District, at a frequency as determined by the District, for the purpose of coordinating or expediting the work.

P. Safety. During the construction process, the Independent Contractor shall comply with all applicable federal, state and local health and safety laws and regulations including, but not limited to all applicable “OSHA Standards for the Construction Industry” shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All
construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Independent Contractor’s responsibility. The District may stop construction on a project until safety concerns have been corrected.

1. During construction, the Independent Contractor shall supply the work area (job site) with a minimum of one portable chemical toilet, or more as necessary or directed by the District for larger projects.

2. The Independent Contractor shall keep the premises free from accumulations of waste material or rubbish caused by their employees or work. At the completion of the work the Independent Contractor shall remove all the rubbish from the site and all tools, scaffolding and surplus materials.

Q. To determine the date of final completion of a particular project, final inspection of the work by the District shall be made within five (5) working days after receipt of the Independent Contractor’s written request. The work will be deemed finally complete as of the date of such inspection if, upon such inspection, the District determines that the Independent Contractor has achieved final completion. However, if such inspection, in the sole opinion of the District, reveals items of work still to be performed, the Independent Contractor shall promptly perform them and then request a re-inspection.

R. Method of Payment to the Independent Contractor.

1. The Independent Contractor shall submit progress payments and invoices at the end of each calendar month. Such invoice shall include a detailed breakdown of all charges, and shall be based on completion of tasks.

2. Invoices shall be submitted to the Department that issued the Job Order (Purchase Order).

3. Upon inspection and acceptance of the Work, the District will render payment, less retainage, within thirty (30) days.

4. The Independent Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Agreement. All amounts withheld may be included in the final payment.
II. Compensation

The compensation to be paid by the District for the work performed by the Independent Contractor under Section I above, shall be based on the purchase order prepared for each project. The payment terms will be net thirty (30) days. In no instance, however, shall the total amount due the Independent Contractor exceed the amount of $2,000,000.00 per project.

III. Term of Agreement

The effective term of this Agreement is from June 1, 2018 through May 30, 2019. The District has the option to extend this Agreement for four (4) additional one year periods.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its subcontractors to provide and maintain appropriate insurance acceptable to the District.

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:

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<tr>
<th>Coverage</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
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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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

B. The Independent Contractor will name the District, 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 District, 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. The District 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 District 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 District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The District 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 District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District 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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the District 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 District 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 District 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 District.

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 Flood Control District. Independent Contractor
employees are not eligible for Coconino County Flood Control District 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. Independent Contractor shall
provide whatever tools; equipment, vehicles, and supplies Independent
Contractor may determine to be necessary in performance of services
hereunder. Independent Contractor may establish offices in such locations
within or outside Arizona, as Independent 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 Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or
agreements on behalf of the District. 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 Flood Control District, 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 District 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. **Certification Pursuant to A.R.S. § 35-393.01**

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that
discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the District’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 District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. 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, representation, 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.

XIII. 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 (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 District at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the District

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

XV. 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.

XVI. Non-assignment

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

XVII. Cancellation of Agreement

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. Assessment of Liquidated Damages. The District may apply this section to specific Job Orders as necessary. It may not apply to all projects.

A. The District will deduct from money due the Independent Contractor a daily charge for each day that work remains incomplete after expiration of the Agreement time. The daily charge will be based on the original Agreement value and will be in the amount shown in the following table:
The District, in its sole discretion, may waive all or any portion of the liquidated damage assessment after the date the work is substantially completed and is in condition for safe and convenient use by the travelling public, or available for next-stage construction without restriction.

No liquidated damages will accrue during periods of authorized suspension of operations.

Permitting the Independent Contractor to continue and finish the work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the District of any of its rights under the Agreement. Neither by the act of taking over the work nor by annulment of the Agreement shall the District forfeit the right to recover liquidated damages from the Independent Contractor or the Independent Contractor’s Sureties.

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<tr>
<th>Original Agreement Amount</th>
<th>Liquidated Damages Per Day</th>
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<tr>
<td>From More Than:</td>
<td>To and Including:</td>
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<td>$0</td>
<td>$100,000</td>
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<td>1,000,000</td>
<td>2,000,000</td>
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

LAKE POWELL CONSTRUCTION & DEVELOPMENT, INC.

By 
Jim D. Arnold
President

ACKNOWLEDGED before me by Jim D. Arnold as President of and for Lake Powell Construction & Development, Inc. on this 1st day of May, 2018.

COCONINO COUNTY FLOOD CONTROL DISTRICT

By 
Matt Ryan, Chairman
Board of Directors

ATTEST:

Wendy Escoffier
Clerk of the Board

APPROVED AS TO FORM:

Deputy District Attorney
**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 INSURING ISSUER(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).

**PRODUCER**  
Leavitt Insurance & Central Bond Services, Inc.  
199 North Main  
PO Box 757  
Spanish Fork UT 84660

**INFORM**  
Lake Powell Construction & Development, Inc.  
P.O. Box 122  
Page AZ 86040

**INSURER**  
A Cincinnati Insurance Company

**COVERAGES**  
**CERTIFICATE NUMBER:** 19/20 - GL, Auto, Umb  
**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.**

| TYPE OF INSURANCE | TAD/EXC/UMB | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS
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<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>1/1/2019</td>
<td>1/1/2020</td>
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<td>OCCUR</td>
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**AUTOMOBILE LIABILITY**  
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<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<tr>
<td>BODILY INJURY (Per person) $</td>
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<tr>
<td>PROPERTY DAMAGE (Per accident) $</td>
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**EXCESS LIABILITY**  
X OCCUR CLAIMS-MADE  
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<th>POLICY EXP (MM/DD/YYYY)</th>
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<tr>
<td>EPP0180432</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
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<tr>
<td>EACH OCCURRENCE $4,000,000</td>
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<tr>
<td>AGGREGATE $4,000,000</td>
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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**  
N/A  
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<th>EMPLOYEE</th>
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<th>OTHER</th>
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<td>E.L. EACH ACCIDENT $</td>
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<td>E.L. DISEASE - EA EMPLOYEE $</td>
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<tr>
<td>E.L. DISEASE - POLICY LIMIT $</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**  
Any and all JOC projects. Coconino County and Coconino County Flood Control District, its agents, officials, employees & volunteers are included as Additional Insured (on the general liability and automobile liability) when required by written contract, per attached policy forms & endorsements. A waiver of subrogation on the general liability & workers compensation is also included per the attached endorsements.

**CERTIFICATE HOLDER**  
msavoy@coconino.az.gov  
Coconino County and  
Coconino County Flood Control District  
Attn: Mike Savoy  
219 East Cherry Avenue  
Second Floor  
Flagstaff, AZ 86001

**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.

**AUTHORIZED REPRESENTATIVE**  
Danise Norwood/DW
CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage: Begins on Page:

1. Employee Benefit Liability Coverage .......................................................... 2
2. Unintentional Failure to Disclose Hazards ................................................. 7
3. Damage to Premises Rented to You .......................................................... 8
4. Supplementary Payments ........................................................................ 9
5. Medical Payments .................................................................................. 9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.) ............................................................. 9
7. 180 Day Coverage for Newly Formed or Acquired Organizations ........... 10
8. Waiver of Subrogation ............................................................................ 10
9. Automatic Additional Insured - Specified Relationships: Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations 10
10. Broadened Contractual Liability - Work Within 50' of Railroad Property .......................................................... 13
11. Property Damage to Borrowed Equipment ............................................. 13
12. Employees as Insureds - Specified Health Care Services: Nurses; Emergency Medical Technicians; and Paramedics 14
13. Broadened Notice of Occurrence ............................................................. 14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

   Each Employee Limit: $ 1,000,000
   Aggregate Limit: $ 3,000,000
   Deductible: $ 1,000

3. Damage to Premises Rented to You

   The lesser of:
   a. The Each Occurrence Limit shown in the Declarations; or
   b. $500,000 unless otherwise stated $  

4. Supplementary Payments

   a. Bail bonds: $ 1,000
   b. Loss of earnings: $ 350
5. Medical Payments

Medical Expense Limit: $10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)
Coverage a. $1,000
Coverage b. $5,000 unless otherwise stated $

Deductibles (Each Occurrence)
Coverage a. $250
Coverage b. $250 unless otherwise stated $

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>PREMIUM BASIS</th>
<th>RATE (For Limits in Excess of $5,000)</th>
<th>ADVANCE PREMIUM (For Limits in Excess of $5,000)</th>
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<tr>
<td>b. Care, Custody or Control</td>
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<td>$</td>
<td></td>
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</table>

TOTAL ANNUAL PREMIUM $

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible: $250

C. Coverages:

1. Employee Benefit Liability Coverage

   a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

   (1) Insuring Agreement

   (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

   1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

   2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

   (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

   1) Occurs during the policy period; or

   2) Occurred prior to the effective date of this endorsement provided:

   a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

   You will be deemed to have
knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions
This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury
"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract
Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation
Any claim based upon:

1) Failure of any investment to perform;
2) Errors in providing information on past performance of investment vehicles; or
3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws
Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA
Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits
Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices
Any liability arising out of any:
(1) Refusal to employ;
(2) Termination of employment;
(3) Coercion, demotion, evaluation, reassign-
ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES,
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section B, Limits of Insurance, 1. Employee Benefit Liability Coverage and the rules...
below fix the most we will pay regardless of the number of:

(a) Insureds;
(b) Claims made or "suits" brought;
(c) Persons or organizations making claims or bringing "suits";
(d) Acts, errors or omissions; or
(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or
(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee’s" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and
2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim, apply irrespective of the application of the deductible amount.

(d) 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 we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and
(2) The names and addresses of anyone who may suffer dam-

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ages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:
   (1) Immediately record the specifics of the claim or "suit" and the date received; and
   (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:
   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   (2) Authorize us to obtain records and other information;
   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or
d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means any plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.
3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph 2. SECTION I - COVERAGE, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. The insurance provided under SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Liability, as provided in Paragraph 3.b. above:

The exclusions under SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

a) Wear and tear;

b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

c) Smog;

d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

e) Settling, cracking, shrinking or expansion or

f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:

a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

e) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure.
caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. Limits of Insurance, 3. Damage to Premises Rented to You of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits of Insurance, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits of Insurance, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured;

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, J. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

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b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(3) 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.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

a. insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your on-going operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to SECTION II - WHO IS AN INSURED:

(1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after
2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any occurrence which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

   a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b) Any express warranty unauthorized by you;

   c) Any physical or chemical change in the product made intentionally by the vendor;

   d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

   a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-
companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a) Providing engineering, architectural or surveying services to others; and
b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2) “Your work” for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

(1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

(2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. “Insured contract” (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. Damage to Property of Paragraph 2. Exclusions of SECTION I - COVERAGE; COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The
12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

a. Nurses;
b. Emergency Medical Technicians; or
c. Paramedics,
in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".
INJURY OR DAMAGE TO OR RESULTING FROM YOUR WORK AND INJURY OR DAMAGE RESULTING FROM YOUR PRODUCT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of this endorsement apply only with respect to "property damage" to or resulting from "your work", "property damage" resulting from "your product", and "bodily injury" resulting from "your work" and "your product". The following coverage is afforded hereunder:

A. SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a. is amended to include damages which you become legally obligated to pay because of "property damage" that is:

(1) To "your work", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or

(2) To property other than "your product" or "your work", if the "property damage" is caused by or results from "your product" or "your work";

if such "property damage":

(1) Consists of physical injury to tangible property, including all immediately ensuing, resulting loss of use of that property; and

(2) Is included within the "products-completed operations hazard".

"Property damage" for which this Paragraph A. provides coverage shall be deemed to be caused by an "occurrence".

However, we will not pay for:

(1) "Property damage" that was a result of willful, wanton or intentional misconduct;

(2) "Property damage" that was to "defective or faulty work".

B. SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a. is amended to include damages which you become legally obligated to pay because of "bodily injury" that is caused by or results from "your work" or "your product" if such "bodily injury" is included within the "products-completed operations hazard".

"Bodily injury" for which this Paragraph B. provides coverage shall be deemed to be caused by an "occurrence".

However, we will not pay for "bodily injury" that was a result of willful, wanton or intentional misconduct.

C. With respect to the coverage provided under Paragraphs A. and B., this endorsement does not serve to limit or restrict the applicability of any exclusion or limitation under this Coverage Part.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Liberalization is amended to include the following:

4. Liberalization

If a Coverage Part includes GA 4315 06 09, Property Damage Caused By Work Performed For You By Your Subcontractor(s), this endorsement will apply retroactively for the period GA 4315 06 09 was effective on that Coverage Part.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Excess Insurance

This insurance is excess except when b. below applies. This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance.
(b) Primary or Primary / Noncontributory Insurance

Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to an additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

F. SECTION V - DEFINITIONS is amended to include the following:

"Defective or faulty work" means work that fails to meet or comply with applicable building code(s), fails to meet or comply with industry standards, is not fit as constructed for its intended use, or does not meet or comply with a contract's plans or specifications. "Defective or faulty work" is not physical injury to tangible property.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action of the award of RFQ 2019-100 and Independent Contract with JCJ Architecture to provide design and documentation services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $396,000 in FY19.

RECOMMENDED MOTION:

Staff recommends the Board of Directors approve the award of RFQ 2019-100 and Independent Contract with JCJ Architecture to provide design and documentation services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $396,000 in FY19.

BACKGROUND:

The Page Detention Holding Facility was constructed in 2000. Since the original construction, there have been no major improvements or expansions to the facility. The Sheriff’s Office has outgrown the current space and is in need of a facility addition. The facility addition is anticipated to be between 9,000 and 10,000 square feet in size. The total project is estimated at 3.5 million USD.

The facility is a short-term holding facility of approximately 7,000 square feet. This addition will not add additional detention holding capacity but will rather consist of support services such as kitchen and laundry, an enclosed sally port, a basement for evidence storage and additional office and conference space. Coconino County partnered with an engineering firm to design a conceptual plan for the expansion.

Request for Qualifications (RFQ) 2019-100 was issued and posted to achieve a cohesive, interactive, team-relationship between the County/Owner, the Design Firm and the Construction Manager at Risk (CMAR) resulting in a successfully-executed project. The objective in requesting respondents to propose as a team (while contracting separately) was to first establish that proposing teams have worked collaboratively, share an understanding of the project and do share a goal of working effectively and efficiently with the County and with one another to achieve a comprehensively successful project deliverable.
The intent of the RFQ was to solicit for a Design Services and Construction Manager at Risk (CMAR) team. The County is contracting individually with a Design Services firm for complete architectural and engineering services and with a CMAR for pre-construction and construction services.

The County received seven proposals for this RFQ. A committee scored the proposals as a team, based on qualifications and experience and narrowed the proposals down to four companies. The remaining companies were evaluated using the scoring criteria within the RFQ. Proposals were then accepted from the remaining companies. The committee selected JCJ Architecture for the design and documentation firm and Kinney Construction Services as the Construction Manager at Risk.

ALTERNATIVES:

The alternative would be to open another Request For Qualifications and/or Request for Proposals.

FISCAL IMPACT:

The contract with JCJ Architecture is in the amount $396,000. The project is estimated to be completed in approximately six months. JCJ will submit invoices monthly for completed work approved by the District. If the District provides or contracts for the security, surveillance, audiovisual and telecom scope of the work, JCJ will deduct $37,000 from the contract. This contract is budgeted in account# 1117.20.2003.2673.0000.633.808007.

ATTACHMENTS:

1 - Staff Report
2 - JCJ CONTRACT
3 - PROF INSURANCE CERT
3 - INSURANCE CERT
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ___ day of __________________, 2019,

BETWEEN

JCJ ARCHITECTURE, PC, a foreign professional corporation, of 2141 E HIGHLAND AVE,
PHOENIX, AZ 85016 (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY JAIL DISTRICT, a county jail district duly organized pursuant to
Chapter 25, Title 48 of the Arizona Revised Statutes (hereinafter “A.R.S.”), for the purpose,
among others, of providing for in-custody detention and inmate-correctional housing in a County
Detention Facility pursuant to A.R.S. § 48-4001 et seq., thereby enabling and enhancing the
duly-elected Sheriff’s ability to take charge of and keep the County Detention Facility pursuant
to A.R.S. § 12-441(A)(5), with offices located at 219 East Cherry Avenue, Flagstaff, Arizona
86001, (hereinafter the “District”),

WHEREAS:

A. The District has a need for an Arizona licensed architect to provide design services for the
expansion of the Detention Holding Facility, located at 713 Tunnel Rd., Page, AZ
(“Design Services” or “Services”);

B. That certain “Request for Qualifications (RFQ) 2019-100” was issued and posted by
Coconino County, Arizona, to achieve a cohesive, interactive, team-relationship between
District, the Design Services Firm and the Construction Manager at Risk (CMAR)
resulting in a successfully-executed project.

C. The District wishes to contract with the Independent Contractor on the terms and
conditions set out in this Agreement; and,

D. 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 District agree as follows:

I. Scope of Work

A. Provide professional design, documentation and construction administration services
for the addition to the Detention Holding Facility located at 713 Tunnel Rd., Page, AZ, as
described in greater detail in the County Request for Qualifications 2019-100 (the
“Project”).
B. Under the Project, the Detention Holding Facility will receive approximately 9,000-10,000 additional square feet for support services such as a kitchen, laundry, enclosed sally port, evidence storage, office and conference space. The total Project budget is 3.5 million USD.

C. Independent Contractor and their consultants will provide design and documentation services for the Project which will include the following for the Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Phase.

   i. Programming
   ii. Architectural and Interior Design
   iii. Site, Civil Engineering including site survey
   iv. Structural Engineering
   v. Mechanical, Electrical, Plumbing Engineering
   vi. Fire Protection Engineering (performance specifications)
   vii. Food service and Laundry design
   viii. AV, IT, Security/surveillance and access control system design
   ix. Interior signage design
   x. FFE design and specifications

D. Delivery of Services. In provision of the Services with regard to the Project under this Agreement, Independent Contractor shall:

   i. Work closely and cooperatively with the District and CMAR throughout the Project
   ii. Create a design for the Project that recognizes the Districts’ desired 50-year life-cycle product
   iii. Produce a design in compliance with all current codes and regulations
   iv. Organize and attend weekly meetings with the District and CMAR
   v. Attend the County Board of Supervisors’ meetings as needed
   vi. Confirm existing system and equipment required to be integrated with the new design
   vii. Prepare conceptual design drawings and presentations
   viii. Provide Schematic Design drawings and an outline specification
   ix. Provide Design Development drawings, specifications, cut-sheets for furnishing, products and materials
   x. Prepare and present color, materials and finishes boards and related cut-sheets for review and assist with evaluation of life cycle costs
   xi. Provide Construction Documents including drawings, specification, worksheets and calculations necessary to procure building permit(s)
   xii. Prepare and provide formal responses to CMAR Requests for Information
   xiii. Prepare and issue Architectural Supplemental Instructions as necessary
   xiv. Prepare and issue Requests for Proposals for any District requested work outside the GMP scope
xv. Review Change Order Requests as generated by the CMAR and provide written recommendations to the Owner

xvi. Review and provide written comments on all Pay Applications from the CMAR

xvii. Review and provide written comments of all CMAR generated submittals, shop drawings samples and substitutions to the District for review/acceptance

xviii. Provide monthly site visits / site observation reports

xix. Complete “punch list” for all disciplines of work. Provide remedial verification walk through

xx. Provide the Certificate of Substantial Completion to the District

xxi. Coordinate with Authorities Having Jurisdiction to provide permit documents

xxii. Coordinate with District and CMAR to recommend and develop Value Added costs, options and solutions

xxiii. Review and provide written comments of all CMAR generated submittals, shop drawings samples and substitutions to the District for review/acceptance

xxiv. Coordinate attendance of the Design Team members to support District and CMAR throughout the design and construction phases

xxv. Attend meetings to discuss and resolve construction issues

xxvi. Provide written meeting notes of all meetings and issue within 3 business days from the meeting

xxvii. Provide written review of Operations and Maintenance Manuals and Warranty Matrix submitted by the CMAR and route to District for review and acceptance.

xxviii. Provide “As-Designed “Record Drawings at the project end reflecting all design revisions issued by design team and Review CMAR’s “As-Built” Drawings.

xxix. Independent Contractor’s services will be provided consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Independent Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the professional standard of care.

E. Excluded Services. This Agreement shall not include any of the following as part of the Services to be provided by Independent Contractor for the Project:

i. Traffic Studies

ii. Geotechnical engineering

iii. Feasibility studies

iv. Cost estimating or scheduling services

v. LEED Registration, administration or LEED-specific design

vi. Professionally prepared Renderings for PR or marketing purposes

vii. Existing Conditions Documentation
F. Preliminary Schedule. Independent Contractor shall adhere to the following preliminary schedule of time for the phases of Service as indicated:

i. Programming 2 Weeks
ii. Schematic Design 4 Weeks
iii. Design Development 5 Weeks
iv. Construction Documents 6 Weeks
v. Construction Administration 45 Weeks

G. Proposed Project Team. Independent Contractor represents and warrants that the following entities shall be part of the team of subcontractors that will be working on the Project, and the same are hereby approved by the District:

i. JCJ Architecture – Architecture, Interiors and FFE design, overall Project Management
ii. Caruso Turley Scott – Structural Engineering
iii. Henderson Engineering – MEP, FP, Lighting, AV, IT, Security/Surveillance design
iv. Shephard Wesnitzer – Site/Civil design
v. Morning Dew Landscape – Landscape design
vi. AZ Restaurant & Kitchen design
vii. Laundry & Cleaners Equipment – Laundry design

II. Compensation. As and for its consideration to be paid for rendition of the Services for the Project under this Agreement, District hereby agrees to pay to Independent Contractor the following amounts, allocated as indicated:

A. Architectural and Engineering services in the amount of $396,000.00.

B. Alternate Deduction; If District provides or contracts as part of a design-build system for the Security, Surveillance, Audiovisual and Telecom scope of work, the overall fee will be reduced by $37,000.00.

C. District shall make payment within 30 days of receipt of monthly invoice for fee and reimbursable expenses from Independent Contractor and approval of completion of work from District representative.

D. Additional Services; If required, additional services shall be negotiated and approved in writing before they are performed.

III. Term of Agreement
The term of this Agreement shall be from the date of approval by the Board of Directors through June 30, 2020.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

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

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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

   iv. Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per claim /One Million Dollars ($1,000,000) aggregate
with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the District, its agents, officials and 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 District, 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. District 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 District 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 District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The District 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 District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District 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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

VI. Indemnification

With respect to claims that do not trigger coverage under the Independent Contractor’s Professional Liability insurance required hereunder, the Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the District 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 District 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 District or its employees.

With respect to claims that do trigger coverage under the Independent Contractor’s Professional Liability insurance required hereunder, the Independent Contractor shall indemnify and hold the District and/or any of its agents, officials and employees harmless from and against damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Independent Contractor, its employees and its consultants in the performance of professional services under this Agreement.

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 District.

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 the District or of Coconino County. Independent Contractor employees are not eligible for District or 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 Agreement, the Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent 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 Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. 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, the District, 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 District retains the legal right to inspect the papers of the Independent Contractor or an 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. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.
For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the District’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 District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. 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, representation, 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.

XIII. 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 (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 District at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the District

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

XVI. **Non-assignment**

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

XVII. **Cancellation of Agreement—Conflict of Interest**

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

XVIII. **Non-discrimination**

The Independent Contractor will comply with A.R.S. § 41-1461 et seq. and Arizona State Executive Order No. 2009-09, as well as all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. **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.

XX. **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.

XXI. **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.

XXII. **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 Agreement as of the date
hereinbefore indicated.

JCJ ARCHITECTURE, PC

By____________________________
Peter Stevens, Agent

COCONINO COUNTY JAIL DISTRICT

By____________________________
Art Babbott, Chairman
Board of Directors

ACKNOWLEDGED before me by Peter Stevens as Agent of and for
(Independent Contractor) on this ___ day of ________, 2019.

ATTEST:

____________________________
Clerk of the Board

Approved as to form:

____________________________
Deputy County Attorney

Notary Public
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFiRS 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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME: Phone (A/C, No, Ext): (703) 827-2277
FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE
INSURER A: XL Specialty Insurance Company NAIC # 37885

INSURED
JCJ Architecture, P.C.
120 Huyshope Avenue, Suite 400
Hartford, CT 06106

INSURER B: Travelers Casualty & Surety Co. of America A++, XV NAIC 31194

COVERAGES

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

CERTIFICATE HOLDER
Coconino County Jail Expansion
c/o Coconino County Jail District
911 E Swamill Road
Flagstaff, AZ 86001

CERTIFICATE NUMBER: REVISION NUMBER:

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 any rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
People’s United Ins. Agency CT  
One Financial Plaza  
755 Main Street  
Hartford, CT 06103

**CONTACT:** Jason D. Czepiel  
PHONE (A/C, No, Ext): 860 240-1554  
FAX (A/C, No): 844 645-1328  
E-MAIL Address: Jason.Czepiel@peoples.com

**INSURER(S) AFFORDING COVERAGE**

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<th>INSURER B</th>
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**DATE (MM/DD/YYYY):** 12/24/2018

**INSURED**
JCJ Business Corp, JCJ Architecture, PC  
120 Huyshope Avenue, Suite 400  
Hartford, CT 06106

**COVERAGES**

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**COVERAGES**

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

Coconino County Jail District, its agents, officials, employees, and volunteers are included as Additional Insureds, per the terms, conditions and exclusions of the referenced General Liability and Automobile Liability policies (Forms: CGD415 0508, CGD414 0408 and CAT353 0215). Coverage is on a Primary and Non Contributory basis, as respects the General Liability policy (CGD037 0405 and CG415 0508). Waiver of Subrogation applies in favor of the Additional Insureds, as respects the General Liability, Automobile Liability and Workers' Compensation policies (Forms: CGD415 0508, CAT353 0215 and WC000313).

**CERTIFICATE HOLDER**
Coconino County Jail Expansion  
c/o Coconino County Jail District  
911 E Sawmill Road  
Flagstaff, AZ 86001

**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.

**AUTHORIZED REPRESENTATIVE**

Peoples United Insurance Agency

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DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jim Driscoll, Coconino County Sheriff

SUBJECT: Consideration and possible action of the award of RFQ 2019-100 and Independent Contract with Kinney Construction Services to provide pre-construction and construction management services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $89,317.00 in FY19. Jail District

RECOMMENDED MOTION:

Staff recommends the Board of Directors approve the award of RFQ 2019-100 and Independent Contract with Kinney Construction Services to provide pre-construction and construction management services for the expansion at the Coconino County Page Detention Holding Facility, 713 Tunnel Rd., Page, AZ, in the amount of $89,317.00 in FY19.

BACKGROUND:

The Page Detention Holding Facility was constructed in 2000. Since the original construction, there have been no major improvements or expansions to the facility. The Sheriff’s Office has outgrown the current space and is in need of a facility addition. The facility addition is anticipated to be between 9,000 and 10,000 square feet in size. The total project is estimated at 3.5 million USD.

The facility is a short term holding facility of approximately 7,000 square feet. This addition will not add additional detention holding capacity but will rather consist of support services such as kitchen and laundry, an enclosed sally port, a basement for evidence storage and additional office and conference space. Coconino County partnered with an engineering firm to design a conceptual plan for the expansion.

Request for Qualifications (RFQ) 2019-100 was issued and posted to achieve a cohesive, interactive, team-relationship between the County/Owner, the Design Firm and the Construction Manager at Risk (CMAR) resulting in a successfully-executed project. The objective in requesting respondents to propose as a team (while contracting separately) was to first establish that proposing teams have worked collaboratively, share an understanding of the project and do share a goal of working effectively and efficiently with the County and with one another to achieve a comprehensively successful project deliverable.
The intent of the RFQ was to solicit for a Design Services and Construction Manager at Risk (CMAR) team. The County is contracting individually with a Design Services firm for complete architectural and engineering services and with a CMAR for pre-construction and construction services.

The County received seven proposals for this RFQ. A committee scored the proposals as a team, based on qualifications and experience and narrowed the proposals down to four companies. The remaining companies were evaluated using the scoring criteria within the RFQ. Proposals were then accepted from the remaining companies. The committee selected JCJ Architecture for the design and documentation firm and Kinney Construction Services as the Construction Manager at Risk.

ALTERNATIVES:

The alternative would be to open another Request For Qualifications and/or Request for Proposals.

FISCAL IMPACT:

The contract with Kinney Construction Service (KCS) is in the amount $89,317. The pre-construction portion of the project is estimated to be completed in approximately six months. KCS will submit invoices monthly for completed work approved by the District. This contract is budgeted in account# 1117.20.2003.2673.0000.633.808007.

ATTACHMENTS:

1 - KCS CONTRACT
1 - Staff Report
2 - INSURANCE CERT
3 - INSURANCE WAIVER SUB
4 - INSURANCE ENDORSEMENTS
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this ___ day of __________________, 2019,

BETWEEN

KINNEY CONSTRUCTION SERVICES, INC., an Arizona corporation, of 121 E Birch Ave., Suite 500, Flagstaff, AZ 86001, (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY JAIL DISTRICT, a county jail district duly organized pursuant to Chapter 25, Title 48 of the Arizona Revised Statutes (hereinafter “A.R.S.”), for the purpose, among others, of providing for in-custody detention and inmate-correctional housing in a County Detention Facility pursuant to A.R.S. §48-4001 et seq., thereby enabling and enhancing the duly-elected Sheriff’s ability to take charge of and keep the County Detention Facility pursuant to A.R.S. §12-441(A)(5), with offices located at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the “District”),

WHEREAS:

A. The District has a need for an Arizona licensed Contractor to provide pre-construction and construction management services for the expansion of the Detention Holding Facility, located at 713 Tunnel Rd., Page, AZ;

B. Request for Qualifications (RFQ) 2019-100, a copy of which is attached hereto as “Addendum 1” and incorporated herein as if restated in full, was issued and posted to achieve a cohesive, interactive, team-relationship between District, the Design Services Firm and the Construction Manager at Risk (CMAR) resulting in a successfully-executed project.

C. Independent Contractor responded to RFQ 2019-100 with that certain document entitled “Pre-Construction Proposal” dated November 15, 2018 (PCP), a copy of which is attached hereto as “Addendum 2” and incorporated herein as if restated in full.

C. The District wishes to contract with the Independent Contractor on the terms and conditions set out in this Agreement; and,

D. 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 District agree as follows:

I. Scope of Work

The scope of work for this Agreement shall be limited to and cover the following:
A. Pre-Construction and Design Phase

i. Chartering Session – Independent Contractor shall plan and host a chartering session at the onset of the project to include all stakeholders and design team members required.

ii. District/Architect/Contractor meetings – Independent Contractor shall attend meetings in person or via conference call weekly for the duration of this phase.

iii. BOS meetings – Independent Contractor shall attend Board of Supervisor meetings and assist in presenting project information relating to budget and schedule.

iv. Site Visits – Independent Contractor shall participate in site visits with design, District, and end users during the design phase to the Page Detention Holding Facility. (3) Total Site visits are planned.

v. Subcontractor pre-qualification & selection – Independent Contractor shall provide subcontractor prequalification for all items not performed. Pre-qualification shall include references, safety record review, and past performance review. Independent Contractor shall additionally assist with early procurement of specialty trade partners, if necessary.

vi. Safety & Site Logistics Plan – Independent Contractor shall create a site-specific safety and logistics plan for District review during the pre-con phase of the project. This will assist the design team during this phase for phasing. It will also assist with minimizing disruption to existing facility during construction.

vii. Utility coordination – Utility coordination is assumed to be by design team. Independent Contractor may attend meetings and offer constructability analysis as required.

viii. Three total estimates – Independent Contractor shall provide a Schematic Design (SD) estimate, 60% Design Documents (DD) estimate, and Guaranteed Maximum Price (GMP). Estimates will be provided during each design stage based on detailed take-offs, unit costs, assemblies, subcontractor bids, and historical data.

ix. Scheduling – Independent Contractor shall provide a schedule (pre-construction and construction) during the design and construction phases. These schedules will be at the milestone level until Construction Documents (CDs) are developed. Independent Contractor will incorporate design team and County deliverables and deadlines as necessary, particularly those as outlined below in Section I(B) of this Agreement, and also as stated in RFQ 2019-100.
x. Site Investigation allowance – Independent Contractor shall provide investigation of existing conditions of facility as it relates to constructability, budgeting, and scheduling. Information gathered shall be reported back to District and design team by Independent Contractor. District shall provide access as required.

xi. Geo-tech – Subsurface investigation and recommendations are assumed to be conducted by the design team. Independent Contractor shall review and offer feedback on such investigations during the course of pre-con.

B. Deliverables

i. Chartering session meeting minutes
ii. Subcontractor Pre-qualification & early procurement recommendations
iii. Safety & Site Logistics Plan
iv. Preliminary Construction Schedule
v. Constructability review comments on 60% Design Documents (DD) and 90% Construction Documents (CD) plan sets
vi. (3) Estimates and qualifications

II. Compensation

District shall make payment within 30 days of receipt of invoice from Independent Contractor and approval of completion of work from District representative according to the schedule listed below:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td>$ 3,216.00</td>
</tr>
<tr>
<td>Schematic Phase</td>
<td>$22,396.00</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>$29,837.00</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>$38,868.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$89,317.00</td>
</tr>
</tbody>
</table>

Compensation under this Agreement shall be inclusive of all CMAR services provided by Independent Contractor as outlined in Section I above, which shall result in submission of a Guaranteed Maximum Price (GMP) for the project. Any additional preconstruction services that may be required after delivery of GMP will be considered additional services beyond those listed in this Section II, and shall be billed accordingly, after approval of the District’s representative.

In accordance with the PCP submitted by Independent Contractor, a 22-week duration for pre-construction is assumed after this Agreement has been fully executed.

III. Term of Agreement

The term of this Agreement shall be from the date of approval by the Board of Supervisors through June 30, 2020.
IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

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

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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

   iv. Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

B. The Independent Contractor will name the District, its agents, officials and 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 District, 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. District 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 District 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 District with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The District 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 District within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the District 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 District, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the District.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the District 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 District 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 District 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 District.

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 the District or of Coconino County. Independent Contractor employees are not eligible for District or 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, if any.

D. In performance of services within this Agreement, the Independent Contractor shall determine its necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent 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 Independent Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. 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, the District, 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 this Agreement and is subject to penalties up to and including termination of thereof.

C. The District retains the legal right to inspect the papers of the Independent Contractor or an 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 Agreement.

X. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated if the District’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 Agreement. Upon such termination, the District shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. Incorporation, Amendment, and Entirety of Contract

The terms, definitions, descriptions, and other material of the Addenda attached to this Agreement are incorporated herein as terms of this Agreement. If there are any terms of this Agreement that conflict with the Addenda thereto, the order of priority for resolution of any such conflict is as follows: (1) the terms of this document control over any conflict between any of the Addenda; (2) in the event of any conflict between the RFQ 2019-100 and the PCP, the terms of the RFQ 2019-100 control. This document and the Addenda attached hereto constitute the entire agreement between the parties with respect to the
subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, 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.

XIII. 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 (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 District at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the District

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

XV. 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.

XVI. Non-assignment

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

XVII. Cancellation of Agreement—Conflict of Interest

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

XVIII. Non-discrimination

The Independent Contractor will comply with A.R.S. § 41-1461 et seq. and Arizona State Executive Order No. 2009-09, as well as all other applicable Federal and State laws, rules and regulations prohibiting discrimination.
XIX. **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.

XX. **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.

XXI. **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.

XXII. **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 Agreement as of the date hereinbefore indicated.

KINNEY CONSTRUCTION SERVICES    COCONINO COUNTY JAIL DISTRICT

By______________________________    By____________________________
    Michael Thomas                     Art Babbott, Chair
    President                           Board of Directors

ACKNOWLEDGED before me by Michael Thomas as President of and for (Independent Contractor) on this ___ day of ________, 2019.

ATTEST:

______________________________
Clerk of the Board

Approved as to form:

______________________________
Notary Public

______________________________
Deputy County Attorney
Addendum 1

COCONINO COUNTY
NOTICE OF REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that Request for Qualifications will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: 
August 22nd, 2018 @ 2:00PM for 

RFQ: 2019-100

ITEM: Design Services and Construction Manager at Risk (CMAR) Team for Design and Construction of Coconino County Sheriff’s Office Page Jail Expansion

Request for Qualification (RFQ) packets are available upon request. For any questions, contact the Coconino County Purchasing Department, 219 E. Cherry Ave, Flagstaff, Arizona 86001. Telephone: (928) 679-7190 or visit the County web-site at: http://www.coconino.az.gov/purchasing

Statements of Qualifications shall be received and the submitting firms announced in the meeting room of the Board of Supervisors, 219 E. Cherry Ave, Flagstaff, Arizona. This is a one-step qualifications-based selection process as authorized by ARS §34-601 through §34-612. An evaluation committee shall select, in order of preference and based on the criteria established, a shortlist of at least three Respondent Teams deemed to be the most qualified to provide the services required. The selection of the shortlist must be based on demonstrated competence and qualifications only. Fees, price, man-hours, or any other cost information may not be considered in the selection of the shortlist. After a shortlist is selected, interviews of the top selected Respondent Teams will be conducted and then negotiations may commence for independent contracts with the highest rated team firms for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the County determines to be fair and reasonable. In making this determination, the County shall take into account the estimated value, the scope, complexity and nature of the required services. If a satisfactory contract cannot be negotiated with the highest rated firm at a price or on other contract terms, then negotiations shall be formally terminated. Negotiations would then be started with the next highest rated firm, in sequence, until an agreement is reached or a determination is made to reject.

A pre-submittal meeting will be held on Wednesday August 8th, 2018 at 11:00 am at the Sheriff’s Office in Page, 713 Tunnel Road, Page AZ 86040. Although this meeting is not mandatory, any firm wishing to submit for this work is strongly encouraged to have a representative in attendance.

Wendy Escoffier, Clerk
Board of Supervisors
Coconino County, Arizona

INSTRUCTIONS TO RESPONDENTS

1. SIX (6) COPIES AND ONE (1) ORIGINAL OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS SHALL BE SUBMITTED. The person authorized to sign shall submit Statement of Qualifications (SOQs) with original ink signatures.

2. SOQs shall be delivered to the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue, 2nd Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening in the published notice. SOQs shall be enclosed in a sealed envelope bearing the title and number of the serial RFQ and the name of the entity submitting the SOQ. It is the sole responsibility of the entity
submitting the SOQ to see that his/her SOQ is received at the proper time. SOQs “faxed” to the County shall not be accepted.

3. The authorized person signing the SOQ shall initial erasures, interlineations or other modifications in the SOQ in original ink.

4. SOQs will be received in the meeting room of the Board of Supervisors at the time indicated in the Request for Qualifications.

5. SOQs received after the scheduled closing time for receipt of SOQs will be returned unopened, to the Respondent(s).

6. All SOQs may be rejected if the Board determines that rejection is in the public interest.

7. The County reserves the right to waive any informality in accepting and evaluating SOQs.

8. If a person contemplating a SOQ for a proposed contract is in doubt as to the true meaning of any part of the RFQ documents, or finds discrepancies in or omissions from said documents, then he/she shall submit to the Coconino County Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.

9. It is the responsibility of all Respondents to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after due date and time.

10. Questions received less than four (4) days before the SOQ opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all that are known to have received a set of RFQ documents. Coconino County is not responsible for any other explanations or interpretations of the documents.

11. Any addenda will be mailed or delivered to all who are known by the County to have received a set of RFQ documents, and to offices where RFQ documents have been filed for review purposes. Each Respondent may ascertain prior to submitting his/her SOQ that he/she is in receipt of all addenda issued by telephoning the Purchasing Office at (928) 679-7191.

12. Respondents shall acknowledge all addenda in accordance with the instructions in the RFQ.

13. Pursuant to A.R.S. §32-1102, contractors, architects and engineers for the County shall be licensed by the state of Arizona.

14. SOQs will be evaluated based on qualifications and demonstrated experience and other factors listed in the evaluation criteria.

15. All Respondents shall complete the attached Disclosure of Responsibility Statement and Non-Collusion Affidavit. Failure to do so may result in rejection of that SOQ.

16. Any Respondent objecting to the recommendation of award, rejection of an SOQ, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within three business days from notification of the recommendation.
17. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE), which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and contract prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.

18. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party’s staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.

19. **All known sub-contractors to this project must be indicated in the submittal.** No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal directly with the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.

20. The Respondent’s services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The Respondent shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

21. Coconino County’s purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors has adopted and approved this policy. The policy can be viewed on the County web site at: [http://coconino.az.gov/purchasing/](http://coconino.az.gov/purchasing/)

22. Any Respondent objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within five business days from notification of the recommendation. Complete dispute instructions and process can be found in Section 5.19 of the Coconino County Purchasing Policy located on the County’s web site at: [http://coconino.az.gov/purchasing/](http://coconino.az.gov/purchasing/)

23. Failure on the part of the Respondents to comply with all of these instructions may result in rejection by the Board of Supervisors.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the Independent Contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations or standards, occupational safety and health rules.

9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, __________________________________________, as _______________________

Name of individual                                               Title & Authority

of __________________________________________, declare under oath that the above Company

Name

statements, including any supplemental responses attached hereto, are true.

_____________________________________________
Signature

State of _________________       County of _______________

Subscribed and sworn to before me on this ___ day of ______, 2018

by _______________________________ representing him/herself to be

______________________ of the company named herein.

____________________
Notary public

____________________
My Commission expires

____________________

AFFIDAVIT BY INDEPENDENT CONTRACTOR
CERTIFYING THERE WAS NO COLLUSION IN BIDDING
FOR CONTRACT

STATE OF ARIZONA )
) ss
COUNTY OF: )
)

(Name of Company, Representative)
Being first duly sworn, deposes and says:

That she/he is ______________________________ of

______________________

(Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:
That neither he/she nor anyone associated with the said

______________________

(Name of Company)

Has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action
in restraint of free competitive bidding for the bid for the:
RFQ 2019-100
Design Services and Construction Manager at Risk (CMAR) Team for Design and Construction of Coconino County Sheriff’s Office Page Jail Expansion

By: ______________________________________
(Name of Individual/Representative)

Subscribed and sworn to before me this ____________ day of _________, 2018

Title:

My Commission expires:

____________________________________
(Notary Public)

Request for Qualifications 2019-100

Design Services and Construction Manager at Risk (CMAR) Team for Design and Construction of Coconino County Page Jail Expansion

1.0 Objective and Intent

The goal of this approach is to achieve a cohesive, interactive, team-relationship between the County/Owner, the Design Firm and the Construction Manager at Risk (CMAR), resulting in a successfully-executed project.

The objective in requesting Respondents to propose as a team (while contracting individually with the County) is to first establish that proposing teams have worked collaboratively, share an understanding of the project and do share a goal of working effectively and efficiently with the County and with one another to achieve a comprehensively successful project deliverable.

The intent of this RFQ is to solicit for a Design Services and Construction Manager at Risk (CMAR) Team. The County will contract individually with a Design Services firm for complete Architectural and Engineering services and with a CMAR for Preconstruction and Construction Services.

The Design and CMAR Team will work with Coconino County Sheriff’s Office staff to provide professional services for complete design, pre-construction services, and subsequent construction phase. The County intends to select a Design Services Firm and Construction Manager at Risk (CMAR) through a procurement process pursuant to A.R.S. 34-603 and wishes to employ the CMAR project delivery process to encourage a creative, value engineering approach through the interactive efforts of an experienced, highly motivated team. The CMAR process is expected to foster a cooperative owner designer-contractor effort to review design documents, to identify potential value engineering opportunities to optimize sustainable operations and to complete construction of the facility. The County will encourage the development of creative options to maximize the value of the end product received.

The County’s primary objective in utilizing this hybrid Design Services and CMAR Team approach for this project is to bring the best available design and construction experience and expertise together to work with the County to flexibly, cooperatively and successfully meet the budget and schedule, identify and mitigate risks and challenges presented and to deliver an
operationally efficient, sustainable facility with a 50+ year life-cycle. The County expects the Independent Contractor(s) to provide complete, comprehensive design services, develop and execute an accurate project delivery schedule, maintain delivery per an approved schedule, optimally use available budget and perform quality work in the successful construction of this project.

2.0 Background

The Coconino County Sheriff’s Page Jail is located at 713 Tunnel Road Page AZ. The facility was originally constructed in 2000. Since the original construction, there have been no major improvements or expansions to the facility. The Sheriff’s Office has outgrown the current space and is in need of a facility addition. The facility addition is anticipated to be between 9,000 – 10,000 square feet in size. The total project is estimated at 3.5 Million USD.

The Coconino County Sheriff’s Page Jail is a short term holding facility of approximately 7,000 square feet. This addition will not add additional detention holding capacity but will rather consist of, support services such as kitchen and laundry, a enclosed sally port, a basement for evidence storage and additional office and conference space.

Coconino County partnered with an engineering firm to design a conceptual plan for the expansion. Those preliminary plans are available to those requesting them.

3.0 General Information and Requirements

This RFQ provides the information necessary to prepare and submit a team Statement of Qualifications (SOQ) for consideration and initial ranking by the selection committee. Based on the initial ranking, the County will shortlist three (3) to five (5) of the top ranked Respondent Teams to participate in interviews/presentations.

The shortlisted Respondent Teams will be requested to attend an interview/presentation with the selection committee. The selection committee will then score the shortlisted Respondent Teams to determine the highest-ranked team. Once the selection is finalized, the successful Respondent Team will be required to attend a scoping session to establish roles and responsibilities, project goals for design, pre-construction and construction and develop a scope of services including preliminary staffing hours for the pre-construction services portion of the Agreements.

The successful CMAR firm will participate in the design phase/pre-construction phase and the construction phase for the improvements. Upon entering into the Construction Phase Service agreement with the County, the CMAR shall assume the risk of project delivery at the Guaranteed Maximum Price and is responsible for construction means and methods. CMAR assumes the risk for all construction at the contracted GMP. Any work not covered by a budget line item must be included in the contingency amount. This is a turn-key project.

The successful contractor will be required to provide a 100% payment and performance bond prior to award.

The CMAR is required to self-perform at least 45% of the work as set forth in ARS 34605(G)(2) and is required to solicit bids from qualified subcontractors to perform applicable portions of the work, with County approval.

If selected as a finalist for this Project, then the CMAR firm will be required to provide a statement from an ‘A’ minus rated or better Surety Company describing the firm’s bonding capacity, commensurate with the project estimate.
Respondent Teams will be chosen through a qualifications based selection process. Each team member firm, the Design Services team member and the CMAR team member will negotiate and sign separate contracts:

**The Design Services Agreement will consist of:**

- Negotiated Guaranteed Maximum Price (GMP),
- A Scope of Work that will provide professional, complete design services throughout the pre-construction and construction phases with input from the County and CMAR.

**The CMAR Agreement will consist of:**

- Scope of Work for Pre-Construction Services
- Negotiated Guaranteed maximum Price (GMP) for pre-construction services
- Construction Phase Services Scope of Work with a Guaranteed Maximum Price (GMP).

3.1 **Public Information:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure upon award and execution of a contract with the highest ranked firm. Until that time, pursuant to A.R.S. §34-603(G), only the names of the firms on the shortlist may be disclosed.

3.2 **Pre-proposal Meeting:** A pre-proposal meeting will be held on Monday, February 6th, 2017 at 2:30 P.M. at Coconino County Page Sub Station at 713 Tunnel Rd, Page, AZ 86040. The purpose of this meeting will be to clarify the contents of this RFQ and provide an opportunity for questions regarding the RFQ or the project. The meeting will also give an opportunity to do a walkthrough of the facility. The pre-proposal meeting is not mandatory.

3.3 **Design Contract:** The independent contract resulting from this solicitation will be in the form of the County’s Standard Independent Contractor Agreement which the successful firm will enter into with the County for complete design services throughout design and construction, a copy of which is attached to this RFQ (See Exhibit “B”, “Sample Contract” on page 39).

3.4 **CMAR Contract:** The independent contract resulting from this solicitation will be in the form of the County’s Standard Construction Management at Risk Agreement which the successful firm will enter into with the County for the design phase/pre-construction phase, a copy of which is attached to this RFQ (See Exhibit “A”, “Sample Contract” on page 26).

3.5 By submission of a team proposal, each firm will be certifying to the County that each specific and applicable contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, County reserves the right to reject any proposal that takes exceptions or proposes alternate language unacceptable to the County.

3.6 **Questions:** Questions outside of the pre-proposal meeting must be in writing to srichardson@coconino.az.gov. While the County will make every effort to respond to all questions, those received less than four (4) business day in advance of the submittal due date may not be answered.
3.7 **Clarifications and Interpretations:** Any clarifications or interpretations of this RFQ that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County’s web site at: [http://www.coconino.az.gov/purchasing](http://www.coconino.az.gov/purchasing)

Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify Respondents by email of the posting of addenda; however, it cannot guarantee that every potential Respondent will be notified each time. **Therefore, it is the responsibility of all Respondents to check the website periodically for addenda and to obtain this information in a timely manner.**

3.8 **Submission of SOQs:**

3.8.1 Deadline and Location: SOQs must be received and stamped by the County no later than 2:00 PM local time at 219 E. Cherry Ave., 2nd Floor, Flagstaff, AZ 86001. Late submittals will be returned unopened, without exception.

3.8.2 Submission Package: Respondent Teams shall submit one (1) original and six (6) identical copies of their SOQs in the format described in the Required Submittal Information and Evaluation Criteria Section, in a clearly marked sealed envelope or box addressed to the Clerk of the Board of Supervisors; the package must clearly identify the submittal deadline, the RFQ number, and the name and return addresses of the Respondents. The “Introductory Letter” submitted with the original copy must bear an original signature in ink for each team member. Facsimile, telegraphic, or electronic submissions for **are not** acceptable.

3.8.3 Provide a list of current licenses by state. Include type, category, and number. List both Arizona professional and Arizona contractor licenses held, including license numbers and note whether licenses are held by the firm, individuals or subconsultants.

3.8.4 Properly submitted SOQs will not be returned to Respondents.

3.9 **Point-of-Contact:** The County designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the County and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person:

Scott Richardson, CPPO  
Purchasing Manager  
Coconino County Finance Department  
928-679-7191  
Email: srichardson@coconino.az.gov

After the award is made, the Point-of-Contact person will be:

Dallas Lilly  
Facility Manager  
Coconino County Sheriff’s Office 928-226-5265 Email: dlilly@coconino.az.gov

3.10 **Acceptance of Evaluation Methodology:** By submission of a team SOQ in response to this RFQ, Respondents accept the evaluation process and acknowledges and accepts that determination of the “most qualified” team will require subjective judgments by the County.
3.11 **No Reimbursement for Costs:** Respondents acknowledge and accept that any costs incurred from their participation in this RFQ process shall be at the sole risk and responsibility of the Respondents.

3.12 **Waiver of Claims:** Each Respondent, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.

3.13 **Eligible Respondents:** Only individual firms or lawfully formed business organizations may apply as a Respondent Team (this does not preclude a Respondent from using subcontractors. The County reserves the right to approve all sub-contractors). The County will contract independently with the Design Services firm and CMAR firm who must respond collectively through a submission of a team SOQ. Respondents who submit as Joint Ventures must submit a copy of the joint venture agreement and a letter of authorization bearing the original signature of all members of the joint venture authorizing the signatory of the “Respondent’s Statement of Qualifications and Ability To Undertake The Project” document to execute documents on behalf of the joint venture. With regard to these latter documents, the original letter of authorization and copy of the joint venture agreement may be submitted in a separate envelope marked as above with the additional notation “Joint Venture Documents.”

4.0 **Design/Architectural and Engineering Services**

4.1 **Design/Architectural and Engineering Services**

The following Scope of Services is a minimum and may include additional services as negotiated. Design Services include pre-construction and construction phase.

- Provide feedback/input and assessment for site suitability and assistance in site identification for purposes of Owner’s site selection.
- Architect shall work closely and cooperatively with Owner and CMAR throughout project.
- Sustainable, efficient, complete and comprehensive design resulting in an end product of a 50+ year life-cycle Page Jail Expansion.
- All work shall be produced in compliance with all current code, regulations.
- Team building/partnering/scoping meeting. Attendance at the County Board of Supervisors work sessions as needed and at the time of the Design Phase GMP contract approval.
- Verification of existing systems, equipment required to be integrated with new systems.
- Conceptual Design Drawings and presentation(s).
- Provide Schematic Design Development (30%) Drawings and Outline Specifications.
- Provide Design Development (70%) Drawings, Specifications, cut-sheets of recommended furnishings, products and materials.
- Prepare and present color, materials and finishes board and related cut-sheets for review and assist with evaluation of life cycle costs.
- Provide Construction Documents (95%) including all drawings, specifications, worksheets and calculations necessary to procure building permit and all other required permits.
- Prepare and provide formal responses to CMAR Requests for Information (RFI’s).
- Prepare and issue Architectural Supplemental Instruction (ASI) as necessary.
- Prepare and issue Requests for Proposal (RFP) for any Owner requested work outside the GMP scope.
- Review Change Order Requests (COR) as generated by the CMAR and provide written recommendations to the Owner.
- Review and provide written comments on all Pay Applications from the CMAR.
• Review and provide written comments of all CMAR generated submittals, shop drawings, samples and substitutions. Route all reviewed submittals, shop drawings, samples and substitutions to the Owner for review/acceptance.

• Provide weekly site-observation reports of work in progress/completed include photos, issues noted. Provide periodic (no less than monthly) site observation reports from Design Team’s Engineers.

• Upon request of CMAR, provide Substantial Completion verification and expeditious, complete punch list for all disciplines of work. Provide remedial verification walk through upon notification from CMAR that work has been remediated.

• Provide Certificate of Substantial Completion to Owner.

• Coordinate with Authorities Having Jurisdiction to provide complete and complaint permit documents.

• Coordinate with Owner and CMAR to recommend and develop Value Engineering costs, options, solutions.

• Review and assist Owner and CMAR with development of the construction schedule. Coordinate attendance of Design Team members as necessary to support Owner and CMAR throughout design and construction phases.

• Investigate/attend meetings as necessary to discuss and resolve construction issues.

• Architect shall keep and provide a comprehensive account of project activities.

• Attend on site local meetings at all drawing milestones and all other design, preconstruction meetings as scheduled by the Owner or CMAR.

• Provide written minutes of all meetings for issuance to all attendees within 3 days of meetings.

• Provide written review of Operations and Maintenance Manuals and Warranty Matrix submitted by the CMAR, route to Owner for review and acceptance.

• Review CMARs As-built drawings periodically for completion and provide Record Drawings at project end reflecting all revisions and as-built conditions.

4.2 CMAR Design Phase/Pre-construction Services – Scope of Services

The following Scope of Services is a minimum and may include additional services as negotiated.

• Provide feedback/input for site suitability and assistance in site identification for purposes of Owner’s site selection.

• Team building/partnering/scoping meeting.

• Bid package coordination/strategy with subcontractors.

• Identification and ordering strategy of long lead-time materials.

• Select subcontractors/suppliers for this project.

• Preparation of a Design Phase GMP.

• Attendance at the County Board of Supervisors work sessions as needed and at the time of the Design Phase GMP contract approval.

• Working with Coconino County Sheriff’s Office staff and Design Team during the design phase to maximize constructability, achieve efficiencies, determine the most suitable and cost effective methods and materials and identify the best means to meet project goals, budget and schedule.

• Producing construction costs estimates at project milestones to provide County staff with information needed to determine what will be included in the base construction.

• Develop construction phasing and scheduling strategies.

• Continually maintain the as-built drawings throughout construction.

• Work with County staff and Design Team to develop final Construction Documents that will serve as the basis for development of the GMP for construction.
Developing a final Construction Phase GMP.

3.16 CMAR Construction Phase - Scope of Services

The following Scope of Work is a minimum and may include additional services as negotiated.

- Team management/coordination
- Developing project schedules including phasing as needed.
- Provide Safety and Quality Control programs.
- Working with Coconino County Sheriff’s Office to apply for and obtain all required permitting for construction.
- Installation and maintenance of Storm Water Pollution Prevention Plan throughout construction.
- Sustainable, efficient construction resulting in an end product of a 50+ year life cycle of the Page Jail Expansion.
- Maintaining a safe worksite throughout construction.
- Work with Design Team to discuss and resolve any construction issues above and beyond weekly meeting topics and resolutions.
- Minimizing disturbances to other surrounding activities to the greatest extent possible throughout construction.
- Working with County staff to identify, schedule and complete all required inspections.
- Addressing any comments/requirements as identified during inspections.
- Attend project kickoff meeting, the first of which shall be for the purpose of consulting in detail with County staff to discuss status, review plans understand all requirements, including but not limited to any design, construction, scheduling, budget, operational needs, restrictions, and requirements (Owner’s Criteria).
- Provide project management, planning and scheduling.
- Preparation of preliminary and final GMP.
- Advise the Owner on the feasibility of Owners Criteria in light of the available project budget. Consult Owner to revise the Owner’s Criteria as necessary to meet the project budget.
- Scheduling and conducting weekly project meetings on-site.
- Preparation and distribution of weekly meeting minutes and project reports.
- Risk assessment.
- Provide complete Commissioning of systems, Owner training, as-built drawing preparation and delivery to Owner and closeout documentation upon completion of construction. Work in conjunction with Architect for timing of commissioning. CMAR will regularly and continually update field drawings in order to accurately record and reflect any deviations in conditions/ scope.
- Submit formal RFI’s to Architect for review and response.
- Submit all submittals, shop drawings, samples and substitutions to Architect for review, comment, approval.
- Request Architect walk through inspection for purposes of Architectural development of punch list upon substantial completion of construction.
- Request Architect follow up inspection and walk-through to verify completion of punch list items.
- The successful Consultant may also be required to represent the County at various public forums or Board of Supervisor meetings such as at the time the GMP is presented for approval.

5.0 Submittal Requirements
A responsive team submittal shall be authored collaboratively between the Design Services team member and the CMAR team member. The SOQ will contain one (1) original and six (6) sets of the following information:

5.1 **Introductory Letter: Respondent’s Statement of Interest and Availability to Undertake the Project**
(1-3 pages, not included in total page count).

The introductory letter should not exceed three (3) pages. The letter shall be on company letterhead of one team member, but shall include the following information from both team members: company name, address, phone number and fax number. The letter should be addressed to the Point of Contact, referencing the RFQ. The letter shall be signed, in original ink signature, by an authorized officer of each of the team member firms and should contain the following:

- A statement of interest for the Project including a summary of key points describing the Respondent Team’s unique qualifications as they pertain to this particular Project;
- The availability and commitment of the Respondent Team.
- Each Respondent Team member’s city and state of its corporate headquarters; and
- A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract. Each statement shall be signed by the specific team member. Agreement or exception to the terms contained in the sample contracts shall be supplied by each team member firm separately.

5.2 **Respondent Team’s Understanding of Project Scope and Respondent Team’s Method of Approach**

5.2.1 Respondent Team shall demonstrate their expertise, knowledge and understanding of the scope of work.

5.2.2 CMAR shall describe their proposed areas for subcontracting and methods for prequalification or selection of subcontractors.

5.2.3 Respondent Team shall demonstrate familiarity and understanding of the Design process and integration with CMAR Construction process, as it relates to this project. The Respondent Team should:

- Discuss the Respondent Team role(s) in the CMAR process, in Design and in Construction of this project.
- Discuss your view of the relationship between the Designer, CMAR and County, including your experience with Partnering relationships.
- Elaborate on the pre-construction services, including how you will approach developing the GMP at the various stages of the design process for this project.
- Discuss the value contributed by the Design and CMAR team in this project.
- Provide any other details regarding special services, products, advantages or other benefits offered to the County by the Respondent Team.

5.2.4 Risk Assessment

- Discuss significant, identified risks that you are unable to control which may affect project completion.
- Discuss significant, identified risks which may have a material impact on cost, schedule or quality.
• Discuss solutions to mitigate these risks.

5.3 **Qualifications and Experience of the Project Team**

5.3.1 Project Team

5.3.1.1 Provide resumes of the Respondent Team members that will be directly involved in the Project, including their experience with similar projects in geographic and climatic areas similar to Page AZ. Indicate specific experience with CMAR projects and specifically discuss the Project Manager’s and Architect’s experiences in CMAR projects and processes. Indicate the number of years each team member has had with the firm. Work experience stated must list if it was completed at a different firm. Identify Professional Registrations and/or Contractor Licenses held by the Key Personnel.

5.3.1.2 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each Respondent Team member, including subcontractors, to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Design Services, Pre-construction and Construction Services. If your organizational structure will change for the Construction phase, then provide a description of the changes in graphic and written form. Please elaborate on your firm’s understanding of the CMAR’s role and responsibilities.

5.3.1.3 Any other information the Respondent Team believes relevant to this section that indicates the Project team’s unique qualifications and experience. Changes in personnel will require approval by the County.

5.3.1.4 Provide a list of current licenses by state. Include type, category, and number. List all Arizona professional licenses held, including license numbers and note whether licenses are held by the firm, individuals or sub-consultants.

5.3.2 Team

5.3.2.1 Describe your Respondent Team’s philosophy and approach for the Design and CMAR construction delivery method.

5.3.2.2 Describe Respondent Team’s work history, including the name(s) of the Design and CMAR team member corporate headquarter address(es) and local office(s), and number of years in business. Provide the following information for each firm:

- If selected, the firms consisting of the Respondent Team will be requested to provide a statement from an “A-” rated or better surety company
- Available bonding capacity and current and expected project backlog in the spring of 2019;

5.3.2.3 Identify any completed projects, of any type, for which your team has received an award for construction excellence from a recognized organization.

5.3.2.4 Identify any contract or subcontract held by the firm(s) or officers of the firm(s), which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Provide any details of past, pending, or current litigation within the last five years for claims filed against or by your firm(s) arising from a construction project. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other
entity. Briefly describe the circumstances and the outcomes. Provide contact info for the other party.

5.3.2.5 Any other information the Respondent Team believes is relevant to this section that indicates the team’s unique qualifications and experience.

5.4 **List and Discussion of Team Projects**

5.4.1 Provide a brief list of the Respondent Team’s major current, on-going projects and priorities, and any potential or anticipated projects for which the firm may be selected but which are not yet awarded. List the projects by public agency/owner and include name/description of the project, total construction value and estimated start and completion dates.

5.4.2 Identify three (3) projects MOST RELEVANT TO THIS PROJECT for which the team has provided similar services as defined in this project’s scope of work within the last five (5) years. Information in this section shall not exceed two (2) pages per project (not including any attachments). **For each of the three (3) projects identified, provide the following:**

5.4.3 **General Project Information**

- Project name, location, contract delivery method, and description
- Client name with contact information, including phone number and email
- Color images (photographic or machine reproductions)
- Original construction cost, number and amount of any change orders, and final construction cost
- Project size
- Percentage of Work Self-Performed
- Names of the Key Personnel who were on the Project Team
- Baseline budget vs. actual budget
- Original versus Actual Date of Notice to Proceed, Substantial Completion, and Final Payment dates for Construction Services (Schedule).

5.4.4 **Budget and Cost Control** – For each project listed above:

- Describe how the cost estimates were developed.
- Provide examples of your cost control methods during construction and how you procured the subcontracts, and confirmed scope, amount, and ensured proper and timely payment of the subcontractors.

5.4.5 **Ability to Meet Schedule**

- Discuss specific challenges of scheduling and completing critical path activities in relation to the specific weather conditions of Flagstaff/Northern Arizona, including methods for schedule recovery, if necessary. Include specific scheduling challenges/requirements and actual solutions.
  - Provide one sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

5.4.6 **Quality Control**
• Describe your quality control processes for all aspects of the project.
• Describe your contributions to value engineering and how they improved the project’s quality, reduced the cost (without reducing the quality) and/or improved the timeline.

5.4.7 Problem Identification and Resolution

• For any of the projects above, describe any conflicts with the Owner, Consultants, Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

5.4.7.1 Any other information the Respondent believes is relevant to this section that identifies their unique capabilities to provide the services requested in the scope of work for this project.

5.5 Experience with Adverse Design and Construction Conditions

5.5.1 Describe your team’s experience dealing with adverse design elements and construction conditions including climatic and seasonal considerations, local scheduling considerations, impacts to the public and a shortened construction season. The team members hired by the County must be familiar with local community needs, standards, historical challenges, local codes and site conditions. Additionally, the team members must be accessible to County staff and during the contracting design and construction phases.

5.5.2 Resolution of issues may be part of the project work. Describe your team member’s response protocols and how the firm’s Architect and Project Manager (or responsible person in charge) will be accessible to County staff and citizens.

5.5.3 Explain why your team is particularly qualified to perform your services in the Flagstaff area. Demonstrate the Architect and Project Manager’s (or responsible person in charge) knowledge of local geology, climate practices, materials, and codes by specifying in the submittal their experiences working in the Northern Arizona region or in a region with geology, climate and conditions similar to those of the Coconino County.

5.5.4 During design and construction, what is the response time (by each team member) of a qualified person (decision making authority) to meet in person and resolve concerns and to accommodate unforeseen issues?

5.6 A signed and notarized Disclosure of Responsibility Statement and Non-Collusion Affidavit.

5.7 Past Performance Evaluations

Respondent Team shall have a minimum of three and maximum of five past performance evaluations provided by their most recent clients. The surveys shall provide past performance information about similar types of projects, with at least one project being a CMAR project. Surveys are required for the Architect AND the Contractor. The attached Past Performance Evaluation shall be faxed by the client to the County Purchasing Office at 928.679.7195, or scanned and e-mailed to Scott Richardson, srichardson@coconino.az.gov no later than the due date of Wednesday, August 22nd, 2018.

Submittals shall not be more than thirty five (35) pages in length. Do not submit a copy of the RFQ. Please do not use three ring binders; comb binding is preferred.

7.0 Evaluation of Requests for Qualifications (RFQs)
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<thead>
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<th>No.</th>
<th>Criteria</th>
<th>Maximum Points</th>
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<td>1</td>
<td>Demonstrated past experience of proposed Design and CMAR Team with projects in regional area of Page, AZ for commercial building.</td>
<td>45</td>
</tr>
<tr>
<td>2</td>
<td>Qualifications and Experience of the Respondent Team (including any jointly completed projects) (Resume, Education, Licenses, Certifications)</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Experience with local geographic and four-season design and construction in climatic conditions similar to Northern Arizona</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Client Surveys</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Total Points</td>
<td>105</td>
</tr>
</tbody>
</table>

7.1 The RFQs will be evaluated according to the following criteria:

7.1.2 The evaluation of the SOQs shall be based on the criteria described in this RFQ. All properly submitted SOQs will be reviewed, evaluated, and ranked by the selection committee. The top three (3) to five (5) ranked Respondents may be shortlisted by the selection committee to participate in interviews. SOQs shall not include any information regarding Respondent’s fees, pricing, person-hours or other cost information.

7.1.3 The selection committee will conduct interviews with the shortlisted teams. The County will coordinate with the shortlisted teams for an appropriate meeting time and place. Interviews are not anticipated to last longer than 1.5 hours per team. The County may provide an agenda or outline and any additional requirements to be provided to the shortlisted teams in advance of the interview.

7.1.4 Upon completion of interviews, the shortlisted Respondent Teams will be re-scored based on information provided during the interview only to determine the final ranking.

7.1.5 The County intends to negotiate fees for Design Services and CMAR services with the highest-ranked Respondent Team. If an agreement cannot be reached with the highest-ranked team, then the County intends to enter into negotiation with the next lower-ranked team, or teams, or reject all proposals. The selection of the team shall be at the discretion of Coconino County and the County reserves the right to reject any or all qualification statements. Upon completion of negotiations, independent contract agreements will be prepared for the selected team and approved by the Board of Supervisors.

7.1.6 Interviews will be scored according to the following criteria shown in descending order of importance:
8.0 FORMAT FOR STATEMENT OF QUALIFICATIONS (SOQs)

8.1 General Instructions

8.1.1 SOQs shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.

8.1.2 SOQs shall be a MAXIMUM OF THIRTY FIVE (35) PRINTED PAGES. The cover, table of contents, divider sheets, introductory letter, and resumes do not count as printed pages. The County reserves the right to accept or reject proposals that deviate from the preferred page count. Individual resumes should not be more than two (2) pages in length.

8.1.3 All pages shall be printed double-sided. For typewritten pages, the minimum font size is 12 point, and black ink is preferred. Proposals shall be in “Portrait” format (not landscape).

8.1.4 Respondent Teams shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQs will be considered non-responsive and subject to rejection.

8.1.5 SOQs and any other information submitted by Respondent Teams in response to this RFQ shall become the property of the County.

8.1.6 SOQs that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.

8.1.7 The County reserves the right to accept or reject any or all SOQs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in County's best interest.

8.1.8 SOQs shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the SOQ; however, it is essential to reference the question number with the corresponding answer.

8.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the SOQs.

8.2 Page Size, Binding, Dividers, and Tabs:

8.2.1 SOQs shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral
type bindings. DO NOT USE METAL-RING HARD COVER BINDERS. Larger sheets may be used if they are folded to not larger than 8½ x 11 inches.

8.2.2 Additional attachments or material not requested shall NOT be included with the SOQs. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the County for evaluation. DO NOT SUBMIT A COPY OF THE RFQ.

8.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

8.3 Table of Contents:

Submittals shall include a “Table of Contents” and give page numbers for each part of the SOQ.

Independent Contractor Information

RFQ 2019-100

Company Name

Address

City / State / Zip

Authorized Signature

Printed Name and Title

Telephone/Fax

Date

E-mail Address
To: ____________________________
Phone: _______________________
Fax: _________________________

Subject: Past Performance Survey of:
                      (Name of Company Being Surveyed)

Coconino County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

<table>
<thead>
<tr>
<th>NO</th>
<th>CRITERIA</th>
<th>UNIT</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to meet customer expectations</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ability to manage costs (design &amp; construction change orders)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ability to maintain project schedule</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Comfort level in hiring the firm/individual again</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Firm’s ability to increase value (quality of design)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Firm’s ability to identify and minimize the users risk</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ability to close project</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Leadership ability (minimize the need of owner direction)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Has the project been constructed</td>
<td>Circle</td>
<td>Y / N</td>
</tr>
</tbody>
</table>

Printed Name (of Evaluator) ____________________________

Thank you for your time and effort in assisting the Coconino County in this important endeavor. Please scan and email to srichardson@coconino.az.gov or fax the completed survey to 928-679-7195 no later than 2:00 pm on August 22nd, 2018.
Exhibit “A”

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this _day of_, 2018,

BETWEEN (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 the design and construction of the Project; and

B. The County requires the Independent Contractor to participate as a member of the Project Team, consisting of the Independent Contractor, the Architect, and the County during the required phases of the project; and

C. The County has reviewed Statements of Qualifications (SOQs) solicited from RFQ 2019-100 in order to obtain the pre-construction services (hereinafter the "Services"); and

D. The Independent Contractor has submitted a successful proposal (hereinafter the "Proposal"); and

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

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

G. 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, Preconstruction, 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 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 ________________, including all direct costs, as identified in Exhibit “A”, which is incorporated herein the same as it is set forth.

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 _day of___, and shall terminate on the _ day of ______ 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;
i. 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;

ii. 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.

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:

i. 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;

ii. Accept assignment of Subcontracts; and

iii. 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:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Advertising Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Fire Legal Liability  
Each Occurrence

$50,000
$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 an 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 2019-100.
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.

XXIII. **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.

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.

XXV. **Certification Pursuant to A.R.S. § 35-393.01**

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.
For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

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

INDEPENDENT CONTRACTOR

By: __________

COCONINO COUNTY

By: ______________________

Matthew G. Ryan, Chair

ACKNOWLEDGED before me

by __________ as _________of

and for ________________ this

__ day of ____ , 2018

ATTEST:

____________________________

Clerk of the Board

Approved as to form:

____________________________

Notary Public

Deputy County Attorney
INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day of , 2018,

BETWEEN

(hereinafter the "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 for professional services related to Page Jail Expansion;(hereinafter the Services)

B. The County solicited for the Services through the RFQ 2019-100, and;

C. The IC submitted the highest rated proposal

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

E. The parties wish to contract with each other according to the following terms and conditions.

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

1.0 Scope of Work

TBD

2.0 Compensation

TBD

3.0 Term of Agreement

TBD

4.0 Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contract shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

5.0 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.

iv. Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

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.

6.0 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.

7.0 Independent Contractor’s Status

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

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

8.0 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.

9.0 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 an 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.

10.0 Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
11.0 **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.

12.0 **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, representation, 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.

13.0 **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 (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.

14.0 **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.

15.0 **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.

16.0 **Non-assignment**

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

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

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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 Agreement as of the date hereinbefore indicated.

INDEPENDENT CONTRACTOR

By

COCONINO COUNTY

By____________________________

Matthew G. Ryan
Chair

ACKNOWLEDGED before me

by _________ as _________ of and for

__________________________ on

ATTEST:

__________________________
DATE: August 16, 2018  

TO: All prospective bidders for Coconino County RFQ 2019-100 Page Jail Expansion - CMAR  

FROM: Scott Richardson, Purchasing Manager  

Please use the following information when preparing your bid for Coconino County RFQ 2019100.  

Section 3.0 General Information and Requirements – Please disregard the following sentence – it is not accurate and therefore is removed from this solicitation.  

The CMAR is required to self-perform at least 45% of the work as set forth in ARS 34605(G)(2) and is required to solicit bids from qualified subcontractors to perform applicable portions of the work, with County approval.  

This addendum is hereby made part of RFQ 2019-100, and shall be considered a part of the bid specifications for all purposes including RFP preparation and evaluation.  

For any questions, contact Scott Richardson at the Coconino County Purchasing Department, srichardson@coconino.az.gov. Telephone: (928) 679-7191.  

This addendum must be signed by an authorized person and submitted with the bid. I have read this addendum and understand the information stated above.  

____________________________________  ________________  
Authorized Signature     Date  

____________________________________  
Print or Type Name of Authorized Person
Pre-Construction Proposal

November 15th, 2018

Dallas Lilly
Coconino County Sheriff’s Office
Facilities Manager

Re: Coconino County Page Jail Expansion Project

Dear Mr. Lilly:

Thank you for this opportunity to submit our pre-construction services proposal for the above referenced project.

Kinney Construction Services, Inc. (KCS) proposes to provide pre-construction services for the above referenced project as described in the following scope of work and deliverables for the sum of $89,317.00 excluding Arizona Transaction Privilege Tax. See attached cost breakdown and summary.

Scope of Work – Preconstruction & Design Phase

- Chartering Session – KCS to plan and host chartering session at the onset of the project to include all stakeholders and design team members required.
- Owner/Architect/Contractor meetings – KCS to attend meetings in person or via conference call weekly for the duration of this phase.
- BOS meetings – KCS to attend to Board of Supervisor meetings and assist in presenting project information relating to budget and schedule.
- Site Visits – KCS to participate in site visits with design, owner, and end users during the design phase to the Page Jail Facility. (3) Total Site visits are planned.
- Subcontractor pre-qualification & selection – KCS to provide subcontractor prequalification for all items not performed. Pre-qualification to include references, safety record review, and past performance review. KCS to assist with early procurement of specialty trade partners, if necessary.
- Safety & Site Logistics Plan – KCS to create a site specific safety and logistics plan for County review during the pre-con phase of the project. This will assist the design team during this phase for phasing. It will also assist with minimizing disruption to existing facility during construction.
• Utility coordination – Utility coordination is assumed to be by design team. KCS may attend meetings and offer constructability analysis as required.
• Three total estimates – SD estimate, 60% Design Documents (DD) estimate, and Guaranteed Maximum Price (GMP). Estimates will be provided during each design stage based on detailed take-offs, unit costs, assemblies, subcontractor bids, and historical data.
• Scheduling – KCS to provide schedule (pre-construction and construction) during the design and construction phases. These will be at the milestone level until Construction Documents (CDs) are developed. KCS will incorporate design team and county deliverables and deadlines as necessary.

928 779 2820 O 121 E Birch Ave Ste 500 Flagstaff AZ 86001 ROC145666 B-01
kinneyconstruction.net 500 E Thomas Rd Phoenix AZ 85012 ROC206588 KA

• Site Investigation allowance – KCS to provide investigation of existing conditions of facility as it relates to constructability, budgeting, and scheduling. Information gathered to be reported back to Owner and design team. Owner to provide access as required.
• Geo-tech – Subsurface investigation and recommendations are assumed to be by design team. KCS to review and offer feedback during course of pre-con.

Deliverables

• Chartering session meeting minutes
• Subcontractor Pre-qualification & early procurement recommendations
• Safety & Site Logistics Plan
• Preliminary Construction Schedule
• Constructability review comments on 60% Design Documents (DD) and 90% Construction Documents (CD) plan sets
• (3) Estimates and qualifications

Cost Summary

<table>
<thead>
<tr>
<th>Phases</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td>$3,216.00</td>
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<tr>
<td>Schematic Phase</td>
<td>$22,396.00</td>
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<tr>
<td>Design Development Phase</td>
<td>$29,837.00</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>$38,868.00</td>
</tr>
</tbody>
</table>

**Grand Total** $89,317.00

Terms
- Progress billing net 30 days.
- This proposal includes services through the GMP delivery. Preconstruction services required after delivery of the Guaranteed Maximum Price (GMP) will be considered additional services and will be billed accordingly.
- Proposal assumes a 22 week duration for pre-construction after BOS approval.

Thank you for this opportunity to provide you with our services.

Sincerely,

Michael Thomas
Vice President
### Certificate of Liability Insurance

**Certificate Number:** 18/19 MASTER  
**Revision Number:**

**Inscr.**  
**Type of Insurance**  
**Addl./Subscr.**  
**Insd./Wvd.**  
**Policy Number**  
**Policy Eff. (MM/DD/YYYY)**  
**Policy Exp. (MM/DD/YYYY)**  
**Limits**

<table>
<thead>
<tr>
<th>INSURER(s) Affording Coverage</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: Employers Mutual Casualty Co</td>
<td>21415</td>
</tr>
</tbody>
</table>

**Producers**  
NFP Property & Casualty Services, Inc  
420 N Humphreys St  
Flagstaff, AZ 60001

**Contact**  
Bunny Alderete  
PHONE: (928) 774-3345  
TAX (928) 779-4561  
E-MAIL: bunny.alderete@nfp.com

**Insured**  
KINNEY CONSTRUCTION SERVICES, INC.  
KINNEY CONSTRUCTION, L.L.C.  
121 E BIRCH AVE STE 500  
FLAGSTAFF, AZ 60001-4621

**Coverages**

**Commercial General Liability**  
- **Claims-Made**: Y  
- **Occur**: Y  
- **Policy**: 3D48963  
- **Policy Eff.**: 12/31/2018  
- **Policy Exp.**: 12/31/2019  
- **Gender Aggregate Limit Applies Per**: 
  - **Policy**:  
  - **reject**:  
  - **Loc**:  
  - **Other**:

**Automobile Liability**  
- **Any Auto**: Y  
- **Owned Autos Only**: Y  
- **Hired Autos Only**: Y  
- **Non-Owned Autos Only**: Y  
- **Scheduled Autos Only**: N  
- **Umbrella Liability**: Y  
- **Excess Liability**: Y  
- **Occur**: Y  
- **Claims-Made**: N  
- **Policy**: 3J48963  
- **Policy Eff.**: 12/31/2018  
- **Policy Exp.**: 12/31/2019  
- **Limit**:

**Workers Compensation and Employers' Liability**  
- **Proprietor/Partner/Executive Officer/Member Excluded?** Y/N  
- **Statute**

**Installation Coverage**  
- **Rented/Leased Equipment**: Y  
- **Policy**: 3C48963  
- **Policy Eff.**: 12/31/2018  
- **Policy Exp.**: 12/31/2019  
- **Limit**: $100,000/Job Site  
- **Limit**: $100,000/Total Limit  
- **Limit**: $500,000/One Item  
- **Limit**: $500 Ded.  
- **Limit**: $500 Ded.

**Description of Operations / Locations / Vehicles** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):  
Coconino County, Coconino County Jail District its' agents, officials, employees and volunteers are hereby listed as additional insured as respects General Liability per form CG7462 (10/13)/CG7462.3 (10/13) and Commercial Auto per form CA7270 (11/17). This insurance is Primary and Non-Contributory. Waiver of Subrogation is endorsed in favor of certificate holder per form CG7565 (10/13) as respects General Liability and CA7392 as respects Commercial Auto. Project Reference: Page Jail Expansion KCS Contract

**Certificate Holder**  
Coconino County  
Coconino County Jail District  
911 E Sawmill Road  
Flagstaff, AZ 60001

**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.

**Authorized Representative**

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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”.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Lindsay Daley, Clerk of the Board

SUBJECT: Public Hearing, consideration and possible action regarding approval of Board of Equalization Resolution 2019-01, receiving and accepting the Hearing Officer's Recommendation to Correct the Full Cash Value of Account # P0002361 Grand Canyon Plaza Hotel for Tax Years 2015, 2016, 2017 and 2018.

RECOMMENDED MOTION:


BACKGROUND:

On March 13, 2019, the Clerk of the Board received a petition from Grand Canyon Plaza Hotel Representative Chris Brainard protesting the Assessor's Notice of Proposed Correction for the 2015, 2016, 2017 and 2018 personal property taxes for Account #P0002361.

Per A.R.S. 42-16252, A Hearing was held on April 4, 2019 with Board of Equalization Hearing Officer Chuck Johnson.

42-16252 Notice of proposed correction; response; petition for review; appeal

G. If after the meeting the parties fail to agree on all or part of the proposed correction, the tax officer shall serve a notice on the taxpayer by certified mail within thirty days after the meeting date advising the taxpayer that the tax roll will be corrected to the extent agreed on. The taxpayer may file a petition on a form prescribed by the department with the board of equalization within thirty days after the date of the notice or it is barred. On receiving the petition, the board shall hold a hearing on the disputed issues in the proposed correction within thirty days and shall issue a written decision pursuant to the board's rules.

At the Hearing the Petitioner was present and represented by Controller Chris Brainard. At the time of the hearing the Assessor's recommendation for the years 2015-2018 was for "No Change." The Appellant claimed the subject's Full Cash Value was overstated by the inclusion of real property and of previously disposed of property.
The Petitioner appealed the Assessor's Full Cash Value, by claiming among other things:

1. That real property items and disposed of items should be excluded from the Assessor's audit and Full Cash Value findings.

2. The Petitioner provided testimony through which included among other things copies of schedules and inventory accounting.

3. Assessor maintains that according to the current audit the Full Cash Value is correctly stated.

The Hearing Officer's accepted the documents provided by both the Assessor’s Office and that of the Petitioner. The Hearing Officer reviewed all items listed and discovered a few items that were categorized as Personal Property which meet the test of Real Property. The following adjustments have been made by the Hearing Officer for each year.

Full Cash Value:
2018     $1,082,551
2017     $903,813
2016     $786,212
2015     $691,986

The Board is requested to receive and accept the Hearing Officer's decision.

ALTERNATIVES:

There is no alternative as the Board appointed the Hearing Officer to make the decision.

FISCAL IMPACT:

The Fiscal impact is the reduction in tax revenue based off of the Hearing Officer's corrected Full Cash Value.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION
3 - PETITION
4 - DECISION
RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF EQUALIZATION OF COCONINO COUNTY, ARIZONA, RECEIVING AND ACCEPTING THE HEARING OFFICER’S RECOMMENDATION TO CORRECT THE FULL CASH VALUE OF ACCOUNT #P0002361 FOR TAX YEARS 2015, 2016, 2017 AND 2018

WHEREAS, the Board of Supervisors has certain statutory authority pursuant to A.R.S. § 42-16103 to appoint a hearing officer to review petitions filed under A.R.S. §42-16105; and,

WHEREAS, at a lawfully conducted meeting on June 20, 2017, the Board of Supervisors appointed Hearing Officer Howard C. (Chuck) Johnson; and,

WHEREAS, a hearing was conducted according to A.R.S. § 42-16252, A.R.S. § 42-16106 and A.R.S. § 42- 19052 on April 4, 2019; and,

NOW THEREFORE BE IT RESOLVED that the Board of Equalization hereby receives and accepts the following decision regarding Account # P0002361:

The Hearing Officer accepted the documents provided by both the Assessor’s Office and that of the Petitioner. The Hearing Officer reviewed all items listed and discovered a few items that were categorized as Personal Property which meet the test of Real Property. The following adjustments have been made by the Hearing Officer for each year.

<table>
<thead>
<tr>
<th>Tax year</th>
<th>Proposed Corrected FCV</th>
<th>Owner’s Opinion of FCV</th>
<th>Hearing Officer Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$1,147,381</td>
<td>$500,000</td>
<td>$1,082,551</td>
</tr>
<tr>
<td>2017</td>
<td>$1,008,448</td>
<td>$500,000</td>
<td>$ 903,813</td>
</tr>
<tr>
<td>2016</td>
<td>$  806,447</td>
<td>$500,000</td>
<td>$  786,212</td>
</tr>
<tr>
<td>2015</td>
<td>$  846,822</td>
<td>$500,000</td>
<td>$  691,986</td>
</tr>
</tbody>
</table>

APPROVED AND ADOPTED this 21st day of May 2019, by the Coconino County Board of Equalization.

AYES: 
NOS: 
ABSENT:
COCONINO COUNTY BOARD OF SUPERVISORS

Art Babbott, Chair

APPROVED AS TO FORM:

Patrice M. Horstman, Board Attorney

ATTEST:

Clerk of the Board
March 11, 2019

Coconino County Clerk of the Board
Dispute Decision
219 E Cherry Ave
Flagstaff, AZ 86001

RE: South Grand Canyon Hospitality Corp
Account # P0002361

We have received your notice of proposed correction for the 2015, 2016, 2017 and 2018 personal property taxes. We disagree with the findings and file the attached petition to protest this decision.

The attached spreadsheet reflects the assessor's findings. The fields in the first column which are highlighted indicate the assets which have been disposed of or do not belong on the personal property tax statement. i.e: the swimming pool in row 38, the automobile listed in row 79, and the entry doors in row 82. The last column was added to assist in understanding what property was purchased.

I have also attached a spreadsheet which shows by item, the cost of the personal property in each room. This is not intended to be a certain value but rather a guide to show the approximate value of the personal property in service. As you can see, this is not close to the $8.5 million valuation that Tax Management Associates determined was the proper value.

Please let us know what is needed to bring this process to a close.

Sincerely,

Chris Brainard

cc: Coconino County Assessor's Office

406 Canyon Plaza Lane, P.O. Box 520, Grand Canyon, AZ 86023-0520
Phone: (928) 638-2673 * Fax: (928) 638-9537
Information: cprgcc1@aol.com * General Manager: ann@cprgc.com
www.grandcanyonplaza.com
**PETITION FOR REVIEW OF PROPOSED CORRECTION**

**PERSONAL PROPERTY**

Pursuant to A.R.S. § 42-16252

FOR PETITIONS FILED IN MARICOPA OR PIMA COUNTY, SUBMIT TO THE STATE BOARD OF EQUALIZATION (SBOE). IF FILED IN ANY OTHER COUNTY, SUBMIT TO THE COUNTY BOARD OF EQUALIZATION.

- Complete items 1 through 8 as applicable. Complete the form online or print and complete manually. Sign the petition form.
- File this petition (mail or hand deliver) within 30 DAYS after the notice of decision is mailed by the Tax Officer to either the County or State Board of Equalization. Include a copy of the Tax Officer’s decision.
- Include a copy of the original notice (DOR 82179P) and any attachments with this petition.
- Include a current Agency Authorization form (DOR 82130AA) with this petition if the agent did not represent the taxpayer at the Assessor level of appeal.

1. COUNTY COCONINO

ASSESSOR ACCOUNT NUMBER: P0002361

2. PROPERTY ADDRESS OR LEGAL DESCRIPTION 406 Canyon Plaza Lane, Grand Canyon, AZ 86023

3. TYPE OR PRINT OWNER’S NAME AS LISTED ON TAX ROLL

South Grand Canyon Hospitality Corp

NAME

PO Box 520

ADDRESS

Grand Canyon, AZ 86023

CITY, STATE, ZIP CODE

4. MAIL DECISION TO:

Ann Serna

NAME

PO Box 520

ADDRESS

Grand Canyon, AZ 86023

CITY, STATE, ZIP CODE

5. COMPLETED BY: (Owner, Agent, or Attorney) Chris Brainard

South Grand Canyon Hospitality Corp

NAME/COMPANY NAME

PO Box 520, Grand Canyon, AZ 86023

TELEPHONE

(928) 638-2673

AGENTS ONLY: Real Estate Appraisal Division Number 502-17-011G SBOE Number (Pima and Maricopa Counties Only)

6. BASIS FOR THIS PETITION: Additional documents submitted must contain the taxpayer number and be attached to the petition. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation, changing the classification, or no change.

```
Fixed assets that have been disposed of were added back to the personal property tax reports. Arbitrary amounts were added with no basis for adding these amounts. Supplies include guest internet and newspapers which are not personal property. An automobile has been added to the personal property tax statement, etc.
```

7. **FROM (TAX OFFICER’S PROPOSED CORRECTION)**

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<thead>
<tr>
<th>TAX YEAR</th>
<th>PROPERTY CLASS</th>
<th>FCV</th>
<th>ASSMT RATIO</th>
<th>LPV</th>
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8. I hereby request that the proposed correction described above be reviewed by the County or State Board of Equalization and that the Board consider the provided information in making its determination. I hereby affirm that the information included or attached is true and correct.

**SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE** [Signature] 3-11-19  

**DATE**

**IN PIMA AND MARICOPA COUNTIES ONLY:**

If you want this appeal to be heard on the record check here □ and submit any additional written or typed information with this form. This means that neither you nor the Tax Officer will appear in person before the State Board of Equalization to offer oral testimony.

DOR 82179CP (08/2018)
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- **3113**: Grand Canyon Plaza Hotel Tax Correction
- **3115**: Grand Canyon Plaza Hotel Tax Correction
- **F2**: Other Property
- **F3**: Other Property
- **F6**: Other Property
- **F7**: Other Property
- **F8**: Other Property
- **F9**: Other Property
- **F10**: Other Property
- **F11**: Other Property
- **F12**: Other Property
- **F13**: Other Property
- **Room cleaning equipment**
- **Room cleaning equipment radios**
- **Security cameras**
- **Television**
- **Automobile**
- **Bathroom tubs / sinks**
- **Security system**
- **Entry doors - real property**
- **Television**
- **Lobby audio**
- **Television**
- **Room remodel - real property**
- **Restaurant remodel - real property**
- **Copier**
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Total cost of personal property in each room: $4,986.26
Total number of rooms: 232
Total cost of personal property in all rooms: $1,156,812.32

Computer equipment: $75,000.00
Restaurant furniture / equipment: $500,000.00

Total personal property: $1,731,812.32
April 15, 2019

Ms. Lindsay Daley
Clerk of the Board
Coconino County Board of Equalization
219 East Cherry Avenue
Flagstaff, AZ 86001-4695

Dear Ms. Daley,

Regarding Hearing Officer Decision for BOE, South Grand Canyon Hospitality Corporation re account #P0002361. My File 19-128-TCJ

On April 4th, 2019 this matter came before Coconino County Board of Equalization Hearing Officer, H. Charles Johnson. At the hearing the BOE Clerk was present along with Ms. Murphy from the Coconino County Assessor's Office. The petitioner was present and represented by the company's Controller, Mr. Chris Brianard.

At the time of the original hearing the Coconino County Assessor's full cash value recommendation for the years 2015-2018 was for “No Change.” The Appellant claimed the subject’s FCV was overstated by the inclusion of real property and of previously disposed of property.

The Petitioner appealed the Assessor's FCV, by claiming among other things,
1-That real property items and disposed of items should be excluded from the Assessor’s audit and FCV findings.

2-The Petitioner provided testimony through which included among other things copies of schedules and inventory accountings.

3- “Assessor maintains that according to the current audit the FCV is correctly stated.

Decision

1. The Hearing Officer accepted the documents provided by both the Assessor’s Office and that of the Petitioner. The Hearing Officer reviewed all items listed and discovered a few
items that were categorized as Personal Property which meet the test of Real Property. The following adjustments have been made by the Hearing Officer for each year.

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**Action Needed**

A copy of this decision will be forwarded to the Board of Equalization for review and approval, (Ms. Lindsay Daley) via e-mail and US Postal Service. The Hearing Officer requests a copy of this decision be sent to the Coconino County Assessor’s Office, and the Petitioner. This will conclude this matter.

I remain respectfully yours,

H. Charles Johnson, MBA, JD
Hearing Officer

Cc file
DATE: May 15, 2019
TO: Honorable Chair and Members of the Board
FROM: Jay Christelman, Community Development Director

SUBJECT: Consideration and possible action regarding approval of Resolution 2019-012, approving Kachina Pines Final Plat, a 9-lot administrative subdivision located at 2421 Tolani Trail in Kachina Village and further identified as Assessor’s Parcel Number 116-25-081J.

RECOMMENDED MOTION:

Approve Resolution 2019-012, approving Kachina Pines Final Plat, a 9-lot administrative subdivision located at 2421 Tolani Trail in Kachina Village and further identified as Assessor’s Parcel Number 116-25-081J.

BACKGROUND:

The Community Development Director approved the preliminary plat for Kachina Pines on April 12, 2019. The applicant has met all the Preliminary Plat conditions necessary for Final Plat approval.

ALTERNATIVES:

Deny the application.

FISCAL IMPACT:

None.

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-12
3 - STAFF EXECUTIVE SUMMARY
4 - PRELIM PLAT LETTER
5 - KACHINA PINES FINAL PLAT
RESOLUTION NO. 2019-12

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS, ARIZONA, APPROVING A FINAL PLAT FOR THE KACHINA PINES SUBDIVISION

WHEREAS, the preliminary plat for the 9-lot Kachina Pines subdivision (Case No. SUB-19-001) was approved by the Community Development Director on April 12, 2019; and

WHEREAS, an application has been filed for final plat approval for the 9 lots of Kachina Pines; and

WHEREAS, the final plat conforms to the requirements of the Subdivision Ordinance and meets the conditions of approval;

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors approves the final plat for Kachina Pines.

PASSED AND ADOPTED this 21st day of May 2019.

AYES:

NOS:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

_____________________________________
Art Babbott, Chair

(SEAL)

ATTEST:      APPROVED AS TO FORM:

__________________________________    By: ____________________________________
Lindsay Daley, Clerk                     Rose Winkeler, Deputy County Attorney

Resolution 2019-12                        Page 1 of 1                         Approved May 21, 2019
DATE: April 30, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Director Community Development

SUBJECT: Case No. SUB-19-001: A request for Final Plat approval of Kachina Pines Subdivision. The property is located at 2421 Tolani Trail in Kachina Village and further identified as Assessor’s Parcel Number 116-25-081J.

Applicant: Bienvenidos Investments, LLC- Gilbert, AZ

RECOMMENDATION:

Staff recommends approval of the final plat through adoption of the attached Resolution 2019-012.

BACKGROUND:

The Community Development Director approved the preliminary plat for Kachina Pines on April 12, 2019. The applicant has met all the Preliminary Plat conditions necessary for Final Plat approval.

ALTERNATIVES:

None.

FISCAL IMPACT:

None.

ATTACHMENTS:

Final Plat Map
Resolution 2019-012
Administrative Approval Letter dated 4/12/2019
April 12, 2019

Ryan Scott
Bienvenidos Investments, LLC
67 Higley Rd, Suite 103-125
Gilbert, AZ 85296

Re: Case No. SUB-19-001 Kachina Pines Preliminary Subdivision Plat Approval

The review of the Kachina Pines Preliminary Plat has been completed and the Director has made the findings set forth in Section 9.6 as noted below:

1. That the proposed subdivision conforms to the goals, objectives and policies of the Coconino County Comprehensive Plan and its amendments.

The Comprehensive Plan and Kachina Village Area Plan both speak to preservation of natural landforms per goals and policies below:

*Development projects and subdivisions, including the placement of lots, alignment of roads, and installation of other structures and infrastructure, will be designed to minimize alterations to natural landforms, hydrology, and native vegetation and to maximize the conservation of environmentally sensitive features.* —Comp. Plan Natural Environment Policy 5

*The County encourages use of integrated conservation design, zoning, and other land use strategies to conserve wildlife habitat, wildlife movement corridors, and environmentally sensitive features.* —Comp. Plan Natural Environment Policy 8

*The County encourages the preservation and restoration of natural wetlands, floodplains, riparian areas, distinctive landscape features, and other environmentally sensitive lands.* —Kachina Village Natural Environment Policy 1

*Development projects shall be designed to minimize the alteration of natural landforms and avoid disturbance of distinctive natural features.* —Kachina Village Natural Environment Policy 2

*The County promotes the use of all available mechanisms for the preservation of environmentally-sensitive lands, including but not limited to public acquisition, conservation*
Preliminary Plat Approval letter
Case No. PZ-SUB-19-001
Page 2

* * *

2. That the design of the proposed subdivision will not cause substantial environmental damage and will not present serious public health problems. Staff's response to finding 1 identify that conditions 3 and 4 will ensure that environmental damage will be minimal. No public health problems are anticipated.

3. That the site of the proposed subdivision is physically suitable for the proposed type and density of development. The site of the subdivision is suitable, as it is surrounded by other units of Kachina Village.

4. That the proposed subdivision is consistent with provisions and intent of zoning regulations applicable to the property. The proposed subdivision is consistent with the intent of the Manufactured Home Park Zone.

5. That the proposed subdivision conforms to the improvement and design standards set forth in this Ordinance. Staff has verified conformity with the improvement and design standards of the Subdivision Ordinance.

In accordance with the provisions of Section 9.6 of the County Subdivision Ordinance, the conditions of approval are being forwarded to you. This provides you with the authorization to move forward with the development subject to these conditions and obtaining all other appropriate permits.

Conditions of Approval of Case No. SUB-19-001

1. The subdivision shall be limited to a maximum of nine (9) lots. The Final Plat shall be in substantial conformance with the approved Preliminary Plat except as modified by the
Preliminary Plat Approval letter  
Case No. PZ-SUB-19-001  
Page 3

conditions listed below. No lot shall be less than 5000 square feet in area.

2. The Final Plat shall conform to the requirements of Article 4 of the Subdivision Ordinance.

3. Where lots contain slopes greater than 25%, a slope easement shall be identified on the Final Plat indicating that building shall not occur in these areas.

4. Where Lot 8 included rock outcroppings as shown on the submitted Preliminary Plat, those areas shall be identified on the Final Plat indicating that building shall not occur in these areas.

5. The Final Plat shall contain a note that the Director of the Arizona Department of Water Resources has determined that there is an adequate or inadequate water supply for the subdivision pursuant to ARS § 45-108. A Public Report shall be obtained from the Arizona Department of Real Estate (ADRE) prior to the sale of any lots.

6. The Arizona Game and Fish Department recommends that all fences installed in the subdivision should be wildlife friendly fencing to provide for free movement of wildlife through the area. Wildlife friendly fencing is a maximum of 42 inches in height from grade to the top, has a 20-inch minimum gap from the ground to the first wire, a 12-inch minimum gap from the top to second from the top strand, and has smooth wire on the top and bottom strands.

7. The applicant shall connect all lots to the Kachina Village Improvement District for water and wastewater.

8. All new electric and communication facilities shall be installed underground.

9. Address numbers at least four inches in height and visible from the street shall be posted on each residence.

10. Per Section 4.13 of the Subdivision Ordinance, all improvements must be completed prior to submittal of each Final Plat or a cash deposit, letter of credit, or other acceptable financial security shall be required for the costs of any improvements and construction not completed plus a 10% contingency. This includes, but is not limited to, all roadways and drainage structures, utilities.

[Signature]
Jay Christelman, Community Development Director  
Prepared by Zach Schwartz, Senior Planner

2500 North Fort Valley Road, Building 1 • Flagstaff, AZ 86001-1287  
(928) 679-8850 Fax (928) 679-8851  
www.coconino.az.gov
DATE: May 15, 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 12 (Restaurant) liquor license to Lauren Kay Merrett, Martino's Restaurant and Lounge, located at 17612 Fairway Drive, Munds Park, Arizona.

RECOMMENDED MOTION:

Provide a recommendation of approval to the Arizona Department of Liquor Licenses regarding an application for a new application of a series 12 (Restaurant) liquor license to Lauren Kay Merrett, Martino's Restaurant and Lounge, located at 17612 Fairway Drive, Munds Park, Arizona.

BACKGROUND:

Martino's Restaurant and Lounge is located in District 3 in Munds Park. A completed application for a new series 12 (Restaurant) 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).

Series 12 Restaurant Application
This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement shall result in revocation of the license.
ALTERNATIVES:

The Board may decide to provide a disapproval of the license application to the state or provide "no recommendation" to the state.

FISCAL IMPACT:

There is no fiscal impact.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - APPLICATION
State of Arizona  
Department of Liquor Licenses and Control

Created 04/16/2019 @ 10:26:24 AM  
Local Governing Body Report

**LICENSE**

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**AGENT**

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<thead>
<tr>
<th>Name:</th>
<th>LAUREN KAY MERRETT</th>
</tr>
</thead>
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<tr>
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<td>Female</td>
</tr>
<tr>
<td>Correspondence Address:</td>
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**OWNER**

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<thead>
<tr>
<th>Name:</th>
<th>MARTINO'S RESTAURANT AND LOUNGE LLC</th>
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<tr>
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<td>LAUREN KAY MERRETT</td>
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<tr>
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<td>AZ CC File Number:</td>
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**Officers / Stockholders**

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<th>Title:</th>
<th>% Interest:</th>
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Page 1 of 4
MARTINO'S RESTAURANT AND LOUNGE LLC - MEMBER

Name: WILLIAM JOSEPH SPAIN
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
                         CHANDLER, AZ 85224
                         USA
Phone: (602)622-1196
Alt. Phone: MEREICOINC@GMAIL.COM

MARTINO'S RESTAURANT AND LOUNGE LLC - MEMBER

Name: THOMAS PATRICK RYAN
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
                         CHANDLER, AZ 85224
                         USA
Phone: (602)622-1196
Alt. Phone: (602)620-8713
Email: CHEF_THOMAS@LIVE.COM

APPLICATION INFORMATION

Application Number: 62359
Application Type: New Application
Created Date: 04/06/2019

QUESTIONS & ANSWERS

012 Restaurant

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.
   No

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.
   No
   A Document of type QUESTIONNAIRE is required.

5) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No

6) Is there a penalty if lease is not fulfilled?
   No

Page 2 of 4
7) 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
8) Are you the owner?
   Yes
9) Are you a purchaser?
   No
10) Are you a management company?
    No
11) 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?
    Coconino
12) What is the total money borrowed for the business not including the lease?
    Please list lenders/people owed money for the business.
    None
13) Have you provided a diagram of your premises?
    No
14) Is there a drive through window on the premises?
    No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
    Contiguous
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
    Yes
    If yes, what is your estimated completion date?
    6/10/2019
17) Have you provided a Restaurant Operation Plan form?
    No
    A Document of type RESTAURANT OPERATION PLAN is required.
18) Have you provided a Records Required for Audit form?
    No
    A Document of type RECORDS REQUIRED FOR AUDIT is required.

12G Restaurant Growler

1) Have you uploaded a Growler application?
   To obtain a Growler application copy and paste this link into your browser:
   http://www.azliquor.gov/forms/lic_12GrowlerApplication.pdf
   Yes
   A Document of type GROWLER APPLICATION is required.
2) Please provide name, address, and Distance of nearest school.
   Mountain School
   311 West Cattle Dr. Trail
   Flagstaff, AZ 86005
   19 mi.
3) Please provide name, address, and distance of nearest church.
   Munds Park Community Church
   17670 S. Munds Ranch Road
   Munds Park, AZ 86017
   1.1 mi.

### DOCUMENTS

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Page 3 of 4
| QUESTIONNAIRE                  | Questionnaires notarized flattened.pdf | 04/09/2019 |
| RECORDS REQUIRED FOR AUDIT    | Audit form.pdf                         | 04/09/2019 |
| RESTAURANT OPERATION PLAN     | 1 Martinos flattened rest op flow chart.pdf | 04/09/2019 |
| GROWLER APPLICATION           | lic_12GrowlerApplication flattened.pdf  | 04/09/2019 |
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Public hearing, consideration and possible adoption of Ordinance 2019-05, approving a zone change from G (General, ten acre minimum parcel size) to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) on 18.32 acres in Munds Park; the property is located on west of Interstate 17 at the end of Munds Ranch Road in Munds Park and is further identified as Assessor’s Parcel Number 400-43-001M and a 7.64 acre portion of Assessor’s Parcel Number 400-43-001K; the applicant is MBC Properties No 3, LLC, Phoenix, AZ.

RECOMMENDED MOTION:

Adopt Ordinance 2019-05, approving a zone change from G (General, ten acre minimum parcel size) to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) on 18.32 acres in Munds Park; the property is located on west of Interstate 17 at the end of Munds Ranch Road in Munds Park and is further identified as Assessor’s Parcel Number 400-43-001M and a 7.64 acre portion of Assessor’s Parcel Number 400-43-001K; the applicant is MBC Properties No 3, LLC, Phoenix, AZ.

BACKGROUND:

The Munds Park RV Park has been in operation since 1978, and this would be Phase IV of the development increasing the number of RV spaces from 370 to 492. This seasonal RV Park is open from April 1st to November 1st. The RV Park is developed with park model RVs which are placed on a site and are expected to remain there for many years. The existing RV park and proposed expansion with this request are entirely located within the Special Flood Hazard Area (floodplain). This requires that a floodplain development permit is issued before an RV park may be established in the floodplain and that RVs are installed according to the requirements outlined in the Exhibit 4 attachment to the Executive Summary.

ALTERNATIVES:

Deny the application.
FISCAL IMPACT:

None.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - ORDINANCE 2019-05
3 - EXECUTIVE SUMMARY
4 - EXHIBIT A TO ORDINANCE - LEGAL DESCRIPTION
5 - EXHIBITS TO EXECUTIVE SUMMARY
6 - PPT
ORDINANCE NO. 2019-05

AN ORDINANCE OF THE COCONINO COUNTY
BOARD OF SUPERVISORS APPROVING A ZONE CHANGE FROM G (GENERAL, TEN ACRE MINIMUM PARCEL SIZE) ZONE TO CH-10,000 (COMMERCIAL GENERAL, 10,000 SQ. FT. MINIMUM PARCEL SIZE) ZONE

WHEREAS, the subject properties are located west of Interstate 17 at the end of Munds Ranch Road in Munds Park and are identified as Assessor’s Parcel Number 400-43-001M and a 7.64 acre portion of Assessor’s Parcel Number 400-43-001K; and

WHEREAS, a Zone Change was initiated by the property owner, MBC Properties No 3, LLC (Case No. ZC-19-002) to change the Zoning from G (General, ten acre minimum parcel size) Zone to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) Zone; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on March 27, 2019 and recommended approval of the Zone Change on a vote of 7-0; and

WHEREAS, the Board of Supervisors has held a public hearing on May 21, 2019; and

WHEREAS, the Board of Supervisors has determined that the findings of fact necessary for approval of a Zone Change from G (General, ten acre minimum parcel size) Zone to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) Zone as stipulated in the Coconino County Zoning Ordinance Section 5.12.B.7.a, have been met.

NOW THEREFORE BE IT ORDAINED by the Coconino County Board of Supervisors that the Zone Change from G (General, ten acre minimum parcel size) Zone to CH-10,000 (Commercial General, 10,000 sq. ft. minimum parcel size) Zone for the property as described in Exhibit A: Legal Description is hereby APPROVED with the following conditions:

1. The Zone Change shall be applied to Assessor’s Parcel Number 400-43-001M and a 7.64 acre portion of 400-43-001K limited to a total of 18.32 acres as identified on the site plan.

2. The applicant shall obtain approval for a Land Division Permit that divides APN 400-43-001K and provides a legal description for the portion to be included in the Zone Change.

3. Development of the subject properties shall be consistent with CUP-19-010 and the conditions approved by the Planning and Zoning Commission.

Passed and adopted this 21th day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:
ATTEST:
Clerk of the Board

APPROVED AS TO FORM
By: Deputy County Attorney
Date: May 21, 2019
To: Board of Supervisors
From: Department of Community Development
Subject: Public Hearings and consideration of Case ZC-19-002 for a Zone Change to allow an expansion of the Munds Park RV Park.

Executive Summary

Location: The properties are located west of Interstate 17 at the end of Munds Ranch Road in Munds Park and is also identified as Assessor’s Parcel Number 400-43-001M with 10.68 acres and a 7.64 acre portion of 400-43-001K.

Total Site Size: 18.32 acres

Current Zoning: G (General, one acre minimum parcel size)

Proposed Zoning: CH-10,000 (Commercial, 10,000 sq. ft. minimum parcel size)

Supervisor District: 3, Matt Ryan

Property Owner: MBC Properties No 3, LLC, Phoenix, AZ

Applicant: Terrascape Consulting, LLC, Phoenix, AZ

Representative: Lisa Nelson

Request: A request for a Zone Change to allow Phase IV of Munds Park RV Park with 122 additional RV spaces (Exhibit 1) and expand the park to a total of 492 spaces. The expansion includes an area with recreational and other amenities.
Summary:

The Munds Park RV Park has been in operation since 1978, and this would be Phase IV of the development increasing the number of RV spaces from 370 to 492. This is a seasonal RV Park that is open from April 1st to November 1st providing owners, who are primarily from the Valley, with a place to escape the desert heat in the summer. The park model RVs are placed on a site and are expected to remain there for many years. Decks and storage areas are often developed on the RV spaces adjacent to the park model. The existing RV park and proposed expansion with this request are entirely located within the Special Flood Hazard Area (floodplain). The key issues in this case are balancing the Comprehensive Plan policies supporting tourism and economic development with policies that do not support development in a floodplain. The Planning and Zoning Commission heard this case on March 27, 2019 and recommended the Board approve the Zone Change. At that hearing, the Commission also approved CUP-19-010 for the RV park pending approval of the Zone Change by the Board of Supervisors.

Recommendations and Findings of the Planning and Zoning Commission

Zone Change (ZC-19-002):

The following Findings of Fact are required to approve a Zone Change:

1. That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.
2. That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare.
3. That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

Response to Findings:

1. The relevant goals and policies of the Comprehensive Plan identified by staff are listed below. The applicant also provides a discussion of Comprehensive Plan Compliance in the narrative located in the Commission packet. An RV park is allowed in the proposed CH-10,000 Zone with approval of a Conditional Use Permit. The proposed development is an expansion of an established RV park that was developed over 40 years ago, and the expansion is consistent with the character of the local area. Infrastructure and public safety services are established to support the use that provides for tourism and economic development consistent with the policies of the Comprehensive Plan. The Comprehensive Plan also contains policies that do not support development in a floodplain because of the impact to this sensitive natural feature and potential hazards related to flooding. A drainage plan has been provided to mitigate issues related to drainage and erosion along with landscaping and weed mitigation.
2. The proposed Zone Change will provide for greater availability of RV spaces, which supports tourism and economic development and will further public comfort and convenience. However, this must be balanced with the potential hazards associated with the location of this development in a floodplain. Park model RVs have been established in the floodplain in this park for many years and these potential hazards are somewhat mitigated by procedures the County has developed for siting them following requirements established by FEMA.

3. The change is consistent with the character of the local neighborhood that contains an existing RV park.

Conditions of the Zoning:

1. The Zone Change shall be applied to Assessor’s Parcel Number 400-43-001M and a portion of 400-43-001K limited to a total of 18.32 acres as identified on the site plan.

2. The applicant shall obtain approval for a Land Division Permit that divides APN 400-43-001K and provides a legal description for the portion to be included in the Zone Change.

3. Development of the subject properties shall be consistent with CUP-19-010 and the conditions approved by the Planning and Zoning Commission.

Background Information:

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<td>Compliance with the Comprehensive Plan</td>
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<td><strong>General Land Use:</strong> Recreational Vehicle Park</td>
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**Natural Environment Goal (Environmentally Sensitive Features):** Protect the integrity and resiliency of the natural environment with special attention to environmentally sensitive features.

**Natural Environment Policy 6:** Development projects will be located outside of floodplains in order to prevent property damage, protect riparian areas, and facilitate water infiltration into the ground. Floodplains will be delineated by the County using the best available data.

**Natural Environment Policy 15:** The County will create comprehensive invasive weed management guidance and/or a weed ordinance. Weed management plans will be required for most development projects and forest restoration projects involving ground disturbance or road maintenance. Management plans will be required to address preventing weed establishment and timely control.

**Natural Environment Policy 17:** Landscaping for new developments shall emphasize minimizing the area disturbed and using native plants and drought-tolerant species appropriate to the area. Revegetating disturbed areas will be required in most cases and planting/seeding native species strongly encouraged.

**Natural Environment Policy 29:** The review process for subdivision and other development proposals shall consider mitigation measures for drainage, erosion, sedimentation, and related issues with regards to the soil type, substrate, and slope.

**Public Safety Policy 24:** Development projects shall acknowledge existing conditions and/or hazards which may pose a threat to residents, such as proximity to physical hazards, and should mitigate such threats through appropriate site planning, buffering, and other physical design approaches.

**Land Use and Growth 25:** Commercial development projects shall be located and designed in a manner that is compatible with the character of the area in which the project is proposed.

**Land Use and Growth Policy 29:** In reviewing the environmental impacts of a proposal, the County will require development projects to demonstrate sensitivity to the natural and cultural environment including preservation of views, trees and native vegetation, consideration of wildlife, preservation of dark skies and conservation of water resources.

**Water Resources Policy 7:** Conserve and enhance riparian buffers, protect floodplains from development and require the capture of stormwater on site.

**Economic Development Policy 4:** Support tourist-related development projects that focus on conserving and showcasing the county’s unique natural, and cultural, and dark sky features.

**Public Safety Policy 13:** Development projects shall include adequate fire protection measures, as determined by the Board of Supervisors with input from the local fire district and/or appropriate fire management agencies.

**Community Services Policy 1:** Approval of development projects shall be considered only if public utilities or alternative technologies necessary to serve the use are available or can be provided by the developer.
Background

Munds Park RV Park was first approved as a campground in 1975 through UP-75-10. In 1981 when the current owner purchased the property there were an estimated 127 to 135 RV sites established in the park. A series of zone changes and conditional use permits beginning in 1984 allowed for expansion of the RV park through phases I through III. This also included approval of infrastructure such as water and wastewater systems and various park amenities. The latest expansion of the park (Phase III) was approved in July 2005 through ZC-05-004 and UP-05-28 resulting in a total of 370 spaces currently approved for the park. This Zone Change was similar to the current request in that it approved an expansion in an area that was located in the floodplain. The most recent Commission approval for the RV park was in 2011 when several CUPs for the park and related facilities were combined and renewed together. Significant issues for the park have included development with the floodplain, on-site wastewater systems, park model additions and site design standards including setbacks, lighting, landscaping and parking.

Proposed Development

The applicant has described the proposal in the narrative attached as Exhibit 1. The applicant is proposing 122 additional spaces to be developed in Phase IV of the RV park as shown on the site plan (Exhibit 2). The proposal would expand the RV park onto two adjacent parcels as described above with APN 400-43-001K proposed to be divided and the majority of the parcel retained within the General Zone. The applicant has submitted a Land Division Permit for the proposed division to be processed upon approval of the Zone Change.

The most significant issue in this case is the proposed location of the expansion entirely within the floodplain. This floodplain was identified by a County initiated study that has been submitted to the Federal Emergency Management Agency (FEMA) and is pending designation by FEMA as Zone AE within the Special Flood Hazard Area. Exhibit 3 shows that both the subject properties and the existing RV park are located in Zone AE (100-year floodplain) based on the JE Fuller Study accepted by the County as the best available data to identify the floodplain in this area. This requires that a floodplain development permit is issued before an RV park may be established in the floodplain and that RVs are installed according to the requirements outlined in Exhibit 4. The object of these standards (and building permits for decks and storage areas) is that they will remain in place during a flood event. Requirements are different for RVs that are not park models. These are outlined on Page 2 of Exhibit 4.

Public Participation

A neighborhood meeting was held at the Pinewood Fire Department on February 5, 2019 to present the proposed expansion of the RV Park. Four people attended the meeting. There was discussion at the meeting about public safety and the provision of wastewater services. The applicant indicates that all issues that were discussed could be effectively addressed. Staff has not received any comments on this proposal.
Subject property where some preliminary grading has been completed looking south

Subject property looking southeast toward the existing RV Park
The nearby wash to the west in an area not to be included in the zone change

Analysis

Staff has provided a discussion of the findings for the Zone Change above, and the applicant has addressed Comprehensive Plan Compliance in the submitted narrative. This proposal is consistent with the policies of the Comprehensive Plan that support economic development and tourism and compatible with the character of the surrounding neighborhood. A key element allowing for expansion of the park is the recent extension of wastewater services to the site along with potable water making this an appropriate location for the park. The proposed RV park is also located near transportation infrastructure, including Interstate 17, and near public safety and other services. Development of the RV park in this location may also prevent development of other undisturbed sites where infrastructure would need to be developed.

The most notable issue concerning this application is the expansion of the park into the floodplain, which is not supported by policies in the Comprehensive Plan because of the potential environmental impacts and hazards to the public and property. The County Wildlife Planner has also expressed concerns about increased impacts to the Munds Canyon tributary to Oak Creek. These issues are partially addressed by the applicant through a submitted drainage plan, the provision of landscaping and weed mitigation, and the proposal to utilize aggregate rather than asphalt to provide for groundwater infiltration. The County has also established procedures for allowing the installation of park models in this park based on FEMA standards (discussed above) that would mitigate the potential hazards cited in the Comprehensive Plan.
Ultimately, the benefits of the development must be weighed against the disturbance of an undeveloped area in the floodplain.

**Recommendation**

The Planning and Zoning Commission were able to make the Findings and recommends the Board of Supervisors approve of ZC-19-002 with the three conditions contained within the staff report and Ordinance 2019-02.

Attachments:

- Exhibit 1: Applicant’s Narrative
- Exhibit 2: Site Plan
- Exhibit 3: Mapped Floodplain based on JE Fuller Hydrology and Geomorphology, Inc
- Exhibit 4: Floodplain Park Model Home and RV Requirements
Report of the Planning and Zoning Commission
Case ZC-19-002

Planning and Zoning Commission Actions Summary:

Commissioners Present: Don Walters-Chairman, Tammy Ontiveros-Vice Chair, Sat Best, Jim Clifford, John Ruggles, Tyanna Burton and Mary Williams

Commissioners absent: Ray Mayer

MOTION: Commissioner Ontiveros moved to approve the recommendation of Case No. ZC-19-002 with three conditions to the Board of Supervisors. Commissioner Ruggles seconded the Motion. The Motion passed unanimously.

Meeting of March 27, 2019 (Draft Minutes):

Mr. Short summarized the staff report along with a PowerPoint presentation.

Commissioner Best asked if the previous projects are done to these standards, where the bottom of the park model is a foot above flood waters. Mr. Short replied that the structural elements of the RV need to be a foot above, that has been a requirement for the previous plans, there are also things like breakaway skirting which will let the flood water flow through underneath.

Chairman Walters referred to the provided documents, stating that there is a FEMA case study that is 56 years old. He has been to the property recently and there has been extreme timber thinning above this property, which will allow the water to flow better. Mr. Carr replied that they vetted the information with Scott Ogden from JE Fuller, the area where the tree removal was done, was approximately ¾ of a square mile. The tributary area feeding this area is about 23 square miles, Mr. Ogden stated that it was insignificant impact on the overall flow rate. Chairman Walters asked if he thought this was a good, safe project. Mr. Carr replied that there are some things that need to be addressed, such as; it is currently a Zone A which FEMA defines as a non-detailed study. It is based on flow rates and use of topography, it is not detailed on hydrologic and hydraulic analysis. JE Fuller has been working on remapping that
area, which is about a year away. There has been discussion with the applicant for a drainage report, which is necessary. Mr. Carr stated that the traffic study needs to be more comprehensive, but staff feels at this point they can address those concerns through the project process. The purposed use is acceptable in the floodplain, there are just conditions that need to be met.

Commissioner Best stated that this is a floodplain, what would be the downside to any new information. Mr. Tressler replied that the study that currently defines the floodplain is quite old, the County has undertaken new analysis and new science to better understand and define the floodplain. In this particular area, the base flood elevation appears at this time to be a little bit lower. He stated that this area used to be considered a floodway, which would be higher velocities and the new study indicates that this may not be defined as a floodway anymore. Mr. Tressler stated that they have submitted the analysis and maps to FEMA for review, FEMA has conditionally accepted them and are working to make them formal maps. He stated that JE Fuller is considered an expert in this field and what they do, and staff stands by their modeling. Chairman Walters asked if he feels the levels have gone down due to the channelization shown in the drainage picture. Mr. Tressler replied that the type of modeling that was done previously was not as detailed as what is happening now. To run these computer models, it takes a couple days to iterate, working over such small grid cell and it is a detailed study, they are learning in some areas are lower and in areas of the same study it is higher. He stated that there is a need for a drainage report, the cost to do the type of analysis that the County has undertaken to get to these base flood elevations is not insignificant, it is quite large. Mr. Tressler explains that it gives them the best available data, they need to know what the water stream will be before the development and what it is going to be after the development. In order for the applicant to model that would cost them more than $30,000, which is a pretty big burden. The County has looked at other ways for them to conduct a drainage analysis and get the answers that staff needs to insure the welfare of public safety. They asked JE Fuller to model this for them, but the County feels that would be a conflict of interest, since the County uses them as experts. The applicants need to provide a traffic study and floodplain permit. Chairman Walters asked if they have read the staff report and are they comfortable with it. Commissioner Ontiveros asked if there is a condition addressing the drainage report. Mr. Short replied that condition number four addresses it by getting a floodplain permit and condition number nine addresses the traffic study. The applicant has provided staff with a traffic impact study, but it may not be adequate.

Commissioner Best asked if this could be a floodway. Mr. Carr stated that the current proposed model for this area is an AE Zone without a flood way, which means there is base
flood elevations established along the channel and there are certain criteria that need to be met for this circumstance. He stated that it must demonstrate that the cumulative effect of the purposed development when combined with other existing and anticipating development will not increase the water service elevation of the base flood more than one foot of the community. They have talked with JE Fuller and with the study they feel they can determine that. Mr. Carr also stated that the current zone is Zone A, which the applicant could choose not to use the JE Fuller study and do an analysis based on the current zone.

There were no further questions for staff, the floor was opened to the applicant for comment.

Lisa Nelson, Terrascape Consulting, 1102 E. Missouri Ave. Phoenix Arizona, stated that there are 103 parking spaces on the site plan, due to previous comments that there was not enough parking. The purposed zone is consistent with the existing zones to the south of the property. She also stated that Pinewood Sanitary District is here to answer any questions and they will be connecting to their system instead of putting in septic systems. The drainage area is 23 square miles, but their development is a small piece of that. They anticipate that when we look at the drainage in the area and decide what the study will be, their development will have an insignificant impact, with no adverse impact downstream. Ms. Nelson stated that the floodzone overlay does require that the regulatory floodplain is one foot above the base flood elevations that are currently shown in the JE Fuller study. The bottom of the structures beam will be at the regulatory floodplain, and the finished floor will be above that. Chairman Walters asked how high that puts it above the ground. Ms. Nelson explained that in their packets there is a grading and drainage plan provided, you will see the existing contours of the site, the site does slope for the northeast to the southwest direction. In some cases, the finished floor is three feet above existing grade, and, in some areas, it is two. In this area you are not allowed to increase the existing grade, the intention is to smooth out the area to put in the roadways and set level paths. Chairman Walters stated that in some of the pictures it looks like they have already done some grading. Ms. Nelson replied that they had someone who needed to unload some dirt, so they used the fill to cover ruts on the property and smooth it out.

Commissioner Best asked if the previous projects are connected to sewer or do they have septic systems. James Wilson, Pinewood Sanitary District Manager, 40830 N Calcole Trl. Rim Rock Arizona, stated that they just got their building permit for the North lift station number two, which is located on the Munds Park RV Park. They will be able to construct the area for the generator, the lift station will be interesting to install with the ground water table being as high as it is. They might have to install ground water wells to abate the ground water.
while it is being installed. The south lift station has been discussed with Planning and Zoning for things that are required for a land division permit that was done, they need to undo the property split and dedicate the property back to the land owner. The lift station area will be an easement, which will bring them into compliance with their Conditional Use Permit. The building is all ready to be delivered and installed, they are expecting completion at the end of September 2019. Mr. Wilson stated that they will be tying in phase three, the preliminary piping is already installed and tied into the existing road crossing. Close to the north lift station and phase four already has the line run with all points and connections already in the ground. Their system was designed to handle phase one thru four and potentially phase five.

There were no further questions for applicant, and no public to comment on this case, the floor was opened to the Commission for discussion.

Commissioner Best stated that he voted against it last time but what changed his vote this time is that they are getting away from the septic systems in that area and going to a modern sewer system. He stated that he can make the findings to support this case.

Commissioner Ruggles stated that he can make the findings to support the Zone Change and agrees with the stipulations staff has written.

Commissioner Williams stated that this is meeting a need and supports the case.

Commissioner Clifford stated that he can support the Zone Change

Commissioner’s Ontiveros and Burton stated that they can make the findings to support the Zone Change.

Chairman Walters stated that staff and the applicant did a good job on this and can support this case.

MOTION: Commissioner Ontiveros moved to approve the recommendation of Case No. ZC-19-002 with three conditions to the Board of Supervisors. Commissioner Ruggles seconded the Motion. The Motion passed unanimously.
Exhibit A:
Legal Description
Legal Description
For
Munds Park RV Resort
Parcel A

Located in the West half of Section 16, Township 18 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

Being a portion of APN: 400-43-001K and 400-43-001M, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 16, being monumented by a Stone with Carsonite Witness Post. From which the Northwest corner of said Section 16, being monumented by an Arizona Highway Department Brass Cap in Handhole, bears North 02°29'56" East, a distance of 2675.41 feet;

Thence along the North boundary of the Coconino National Forest the following 3 courses;

Thence South 87°12'32" East, a distance of 705.97 feet (South 87°14'00" East, 705.34 feet record) to a 5/8" rebar with tag RLS 2473;

Thence South 01°11'33" East, a distance of 332.06 feet (South 01°17'07" East, 332.11 feet record) to a 5/8" rebar with tag RLS 2473;

Thence South 87°08'50" East, a distance of 651.20 feet (South 87°13'30" East, record) to a 1/2" rebar with cap RLS 48943 and the Point of Beginning;

Thence North 23°18'09" East, a distance of 847.95 feet to a 2" aluminum cap RLS 14671;

Thence North 01°56'46" East, a distance of 734.14 feet to a 2" aluminum cap RLS 14671, the Southerly Right-of-Way line for I-17, and the beginning of a non-tangent 22,718.32 foot radius curve, whose center bears South 38°38'06" West;

Thence Southeasterly, along said curve and Right-of-Way line, through a central angle of 00°30'13", a distance of 199.70 feet, to a 1/2" rebar with cap RLS 48943;

Thence South 50°51'41" East (South 50°45'33" East, record), a distance of 885.39 feet, to a 1/2" rebar with cap RLS 48943;

Thence South 46°05'25" West, departing said Southerly Right-of-Way line, a distance of 27.08 feet (South 46°08'24" East, 26.80 feet record), to a 1/2" rebar with cap RLS 48943;

Thence North 57°45'55" West, a distance of 20.60 feet, to a 1/2" rebar with cap RLS 48943;
Thence South 46°05'29" West, a distance of 1,539.91 feet, to a 1/2" rebar with cap RLS 48943, and the North line of the Coconino National Forest;

Thence North 00°58'50" West (North 00°56'07" West, 244.96 feet, record), along said East line, a distance of 244.91 feet to a 5/8" rebar w/ tag RLS 2473;

Thence North 87°08'50" West (North 87°13'30" West, record), a distance of 52.08 feet to the Point of Beginning.

Containing 797,820.04 square feet or 18.32 acres, more or less.
Exhibit 1:
Applicant’s Narrative
1 Project Description

Shuster Foundation Ltd., (property owner), is applying to rezone approximately 18 acres in Munds Park, on the west side of Interstate-17. This request is due to the high demand exceeding supply. The owner desires to expand the existing development Munds Park RV Resort (Resort), in order to fulfill the growing need for this use. The project is proposed on two parcels, APN#: 400-43-001M & 400-43-001K. The northern parcel contains a house which is used seasonally by employees from the Resort. On the south side of the wash, a log cabin exists on the property and will be preserved and relocated to a different location.

The proposed development is referred to as Phase 4, and it is located immediately north of the existing development of the RV Resort. The northern portion of the existing development is referred to as “Phase 3”. The Site is the last developable land between the current Resort and the wash. The current zoning is General “G”, and the proposed zoning is CH-10,000. Phases 1 – 3 of the existing resort have a current zoning of CH-10,000 with conditional use permits to allow recreational vehicles and park models.

The proposed development has 122 RV spaces with a recreation area, as well as designated parking areas throughout. Park model RVs are the intended use for the 36′ wide, 60′ long spaces shown in the Site Plan, which are 10 feet longer than those found on Phase 3. Additional space length provides more open space between the units and additional area for mechanical equipment. The recreation area is planned to contain a pool, sport courts, and a recreation center. There are no permanent residential or commercial building structures planned for the development.

Current Flood Insurance Rate Maps (FIRM) issued by the Federal Emergency Management Association (FEMA), show the western majority of the Site in a Special Flood Hazard Area (SFHA) Zone “A”. The remainder of the Site on the effective maps is unshaded Zone “X”. A more detailed study was performed by JEFueler Hydrology & Geomorphology, Inc. (JEF) for Coconino County Public Works and Work Maps were submitted to FEMA in September 2016 (FEMA Case No. 12-09-1963S). Sheet 5 of 9 contains the project site and shows that the Site is in a Zone “AE”. Base Flood Elevations (BFE) are provided across the parcels. Coconino County states that the regulatory flood elevations are BFE plus one (1) foot. The Preliminary Grading and Drainage Plan accompanying this application applies this assumption, so each park model will be set above the regulatory flood elevation (RFE).
2 Business Operations

2.1 Facility Use

The proposed project will be used for recreational vehicles and park model RVs on a seasonal basis. The intention is that the majority of the spaces will have park models, with RVs only using open spaces when RVs are not set.

2.2 Utilities

Arizona Water Company will provide potable and irrigation water to the Site. Private water mains will be looped to maximize water pressure and will be routed throughout Phase 4. Each RV space will have an individual service line. Water heaters will be located within each unit, therefore meeting the minimum FEMA requirement for elevating them above the regulatory floodplain elevation. Sanitary sewer service will be provided by means of private gravity mains within the Site and will outlet into Pinewood Sanitary District sewer infrastructure in Munds Road. Electric service in the area is provided by APS. A preliminary electric design was designed and it will be provided to APS for their review. Due to the floodplain, the electrical pedestals and transformers will be elevated above the regulatory flood elevation.

2.3 Operations & Maintenance

The Resort opens for use on April 1st and closes November 1st every year. Trash pick up is provided by the Resort on a weekly basis by use of trash receptacles within the development. Receptacles will have solid masonry walls with gates, but drain blocks will be at the base to allow for drainage to pass through.

2.4 Health & Safety

Pinewood Fire Department provides emergency and fire protection services. The neighborhood community meeting was held at the Fire Department, and staff attended the open house. Access to the private water main system will provided to the fire department for connection and use during fire-fighting activities. The wash bounds the Site along the north and west, and I-17 is along the east boundary.
3 Comprehensive Plan Compliance

The 2015 Coconino County Comprehensive Plan (Plan) outlines various goals, objectives, and policies. While not all aspects of the Plan apply, the proposed development complies with the Plan in many ways. The following guiding principles outlined in the Plan are:

- Sustainability & Resiliency
- Natural Environment
- Natural environment
- Water Resources
- Lane Use & Growth
- Community Character
- Parks, Open Space, Trails, & Recreation
- Community Services
- Public Safety
- Circulation
- Energy
- Economic Development

In order to meet the guiding principles, Goals are identified within the Plan as a means to obtain the County’s “Vision for the Future”. The following outlines how the proposed project meets many of the goals outlined in the Plan.

3.1 Protect the integrity and resiliency of the natural environment with special attention to environmentally sensitive features.

- The proposed development is composed of park model sites, not permanent structures. Due to the location of the flood hazard zone, developing a site with temporary structures is preferable compared to permanent ones.
- The proposed roadways are gravel, not pavement, to limit the impact to the stormwater runoff and the surrounding natural environment. The national forest is to the west, and the wash remains in its natural state without any proposed fill or bank protection.

3.2 Conserve wildlife, their habitats, and movement corridors

- The wash is left undisturbed and can maintain wildlife movement.
- Open space corridors are on each side of the proposed development, as well as integrated within.

3.3 Conserve and restore native plant communities while controlling populations of invasive weeds through prevention and environmentally responsible eradication.

- Landscaping will incorporate native plants and grasses, and drought-tolerant species.
- Disturbed areas will be seeded with native species.
- Weed control strategies will be implemented by Resort management. The Resort’s Weed Management Plan is enclosed.
3.4 Protect soil resources and improve soil conservation practices.
   - The access roads and pad sites will contain gravel which will serve as a mitigation measure for erosion.
   - Seeding disturbed areas is a best management practice to prevent erosion.

3.5 Improve the County’s air quality
   - Using gravel surfaces will serve as a dust-control measure as compared to using dirt roads within the development. Additional dust control measure includes watering down the roadways on a weekly basis.
   - Installation of trees, as shown on the preliminary landscape plan accompanying this submittal, increases air quality due to the release of oxygen.

3.6 Ensure a sustainable water supply for human communities while protecting natural systems.
   - Arizona water company provides water for the proposed development.
   - A site well provides supplemental domestic supply, should the need arise.

3.7 Coordinate with state, federal, and local resource management agencies to ensure sustainable management practices that preserve and improve the quality of surface water and groundwater.
   - Phase 4 will be on gravity sanitary sewer and will not be on septic systems. This alleviates concerns about leach fields contaminating the aquifer.
   - Impervious surfaces are minimized, in order to reduce stormwater runoff.

3.8 Ensure the conservation of open space for the environmental, social, and economic wellbeing of the County.
   - The proposed development maintains open space along the wash boundary. Forest lands are preserved along the west side of the wash.
   - Open space provides means for social wellbeing and recreational use.

3.9 Ensure that commercial development is well designed and appropriately located within communities and activity centers.
   - The proposed use is consistent with adjacent uses in the immediate vicinity.
   - Commercial/retail uses are to the south, and connectivity is provided to these uses through the existing RV Resort.

3.10 Develop well-design communities that promote rural character and conserve open space and natural resources while enhancing quality of life and economic vitality.
3.11 Conserve and enhance the integrity of the County’s scenic resources and unique features.
   - The forest is the western backdrop for the development and west of the I-17. These views can be seen from the units, and the interstate, and are not being disturbed.
   - Electric service will not be above-ground blocking views, but instead will be routed underground and serve each unit.

3.12 The County shall continue to be a world leader in the preservation of dark skies.
   - Outdoor lighting will only be supplied as necessary for safety, security, and utility purposes.
   - LED fixtures with full-shielding are proposed for site lighting.

3.13 Create and maintain a sustainable standard of living and high quality of life by recognizing the economic value of the natural systems and human capital within Coconino County. Through collaboration, continue to embrace economic, social, and environmental responsibility to build prosperous and livable places.
   - The project provides an opportunity for part-time residents to have affordable housing and tourist opportunities for the guests that come to visit.
   - Adding this development supports local businesses and the tourism industry in the County.

3.14 Encourage and support business growth and sustainable business practices.
   - The Munds Park RV Resort has been in business for 35 years.
   - Visitors to the Park have increased the demand for existing and new commercial business in the vicinity, which also benefit permanent residents in the area.

3.15 Provide for the conservation and stewardship of important natural areas and support the protection of other public lands that provide open space and recreation value.
   - A large amount of open space is provided within the development, as well as views and access to the wash and forest.
   - The forest and wash remain undisturbed and open spaces will be seeded with natural grasses to blend with the surrounding area.

3.16 Implement best practices associated with wastewater technologies or management: Pinewood Sanitary District has extended sewer main to the Site for use. Their “will serve” letter is attached.
3.17 Emergency Services Goals:
- Ensure emergency services and response to meet residents’ needs.
- Provide for a high level of fire protection and safety.

Pinewood Fire Department is in close proximity and will provide timely response to emergency medical and fire needs.

3.18 Maintain a circulation network that is safe, efficient, and complementary to local communities and the environment.
- The Site has one main point of ingress/egress, and a secondary egress point onto Munds Ranch Road.
- Internal circulation is provided within the development with roadways looped around the Site.
- Connectivity is provided to Phase 3 at the southwest corner of the Site, which allows circulation and additional ingress/egress to Munds Ranch Road.

3.19 Use best practices in the design and management of transportation infrastructure to minimize the impacts to soil, hydrology, and wildlife.
- Wildlife friendly, split rail fences exist within the RV Resort and the proposed development.
- Stream channel will not be impacted by the design.
- Drainage will flow across the Site, following the natural drainage path and topography.

3.20 Reduce Energy consumption by increasing energy conservation and efficiency.
- The seasonal use of the development qualifies as energy conservation, as the units are not being occupied or heated during the winter.
- Appliances installed in the units have an ENERGY STAR rating.
- Seasonal use also reduces the amount of water consumption.

4 Zoning Ordinance Compliance
The CH-10,000 zone is classified as Commercial Heavy Zone. This zone is for businesses that cater primarily to highway travelers, County visitors, or uses where direct access to major arterial highways is essential or desirable. The existing RV Resort is zoned CH-10,000, therefore the rezoning application request similar zoning to that which is on adjacent parcels. The remaining portion of the lot split parcel on the north side of the wash will remain in Zone G, but is owned by the same property owner. Recreational vehicle and travel trailer parks are listed as a conditional use for CH-10,000 in Section 2.7.8 of the zoning ordinance.

Ownership of the development will remain as is, and the RV spaces will be for lease. There are no adjacentzonings that conflict with the commercial use or require special screening from adjacent uses. Due to the fact the RV spaces are not residential single family home lots or for sale, the setback requirements are easily met
as well as the minimum parcel size of 10,000 square feet. The swimming pool minimum setback is 5 feet; the distance to the proposed pool far exceeds this distance.

Access to the Site is provided in three (3) locations. A centralized main two-way entry into Phase 4 near the recreation center is proposed off Munds Ranch Road. An exit only drive is located south of the main entry, with direct access to Munds Ranch Road. The third access point is from Phase 3 at the southwest corner of the development. All accesses are proposed to have gravel surfacing, similar to the other phases. Munds Ranch Road will also require gravel surfacing up to the main entry drive. The use of gravel assists in reducing the amount of impervious surface that results in additional stormwater runoff. Each RV space has adequate parking to meet the one space minimum, however an additional 100 parking spaces are provided for overflow and visitors.

Since the project is located in a flood zone, Park models set on each RV space will be required to have finished floors above the regulatory flood elevations (RFE). The preliminary grading and drainage plan accompanying this submittal, identifies bottom of beam elevations (BBE) which are equal to the RFE. The BBE is the lowest member of the structure, or beam supporting the park model. Site grading will be minimized, grading the Site in the direction of the natural outfall and only filling existing ruts and swales required to build pads. Each park model will require anchor assembly and pier foundations in order to support gravity loads and resist upload forces. Breakaway skirting will be installed, which will reduce impeding large flows in 100-year events. Additional information can be found in reference manual for multi-hazard foundation and installation guide, FEMA P-85: Protecting Manufactured RVs from Floods and Other Hazards. All electrical pedestals and water heaters will also be elevated at or above the RFE.

A Munds Park RV Resort sign currently exists at the entrance to Phase 1. No additional signing is anticipated for the proposed project at this time. Outdoor lighting will conform to the zoning ordinance minimum standards by providing fully shielded low-pressure sodium fixtures or 24 W 2400 lumen LED dark sky post lights.

5 Summary
There is a high demand for the park models and recreational vehicles at the proposed Munds Park RV Resort. The waitlist is such that the spaces contained within the proposed project are approximately half full. Every season, the demand exceeds supply and customers must be turned away. The proposed development is in accord with the objectives in the comprehensive plan and the requirements outlined in the zoning ordinance. The Site is located in an area of similar use and will be well served with utilities and services for health and public safety. It is not detrimental or materially injurious to properties or improvements in the vicinity.
Exhibit 2:
Site Plan
Exhibit 3:  
Mapped Floodplain based on JE Fuller Hydrology and Geomorphology, Inc
Exhibit 4:
Floodplain Park Model Home and RV Requirements
Floodplain Park Model Home Requirements

The placement, improvement, or repair of a Park Model Home located in a FEMA Special Flood Hazard requires a floodplain permit. Park Model Homes must be elevated and anchored:

Elevation Requirement

- The Park Model Home must be elevated so that the bottom of the structural frame or the lowest point of an attached appliance is at least one (1) foot above the Base Flood Elevation (BFE).

Anchoring Requirements

- The Park Model Home must . . .
  - Be securely attached to an adequately anchored foundation
  - Resist flotation, collapse, and lateral movement
  - Have a system of ties, anchors, anchoring equipment to withstand flood/wind forces

Park Model Homes . . .

- Usually remain on-site for several years or more
- Are often placed on permanent foundations.
- Typically have attached stairs, decks, and screened porches (they must be self-supporting)
- Include fully-functional bathrooms and kitchens.
- Generally do not include quick disconnect utilities.
- Are equipped with welded, tie-down brackets and are secured to a site.

A Flood Insurance Policy through the NFIP should be available for Park Model Homes as long as they are:

1. On a permanent foundation
2. Principally above ground
3. Have at least two exterior load bearing walls and a secured roof
Floodplain Recreational Vehicle Requirements

Recreational Vehicle Requirements

- Recreational Vehicles (RV) are movable, temporary living quarters designed for travel and seasonal recreational use.
- RVs are not considered structures and are NOT eligible for flood insurance coverage.
- Examples of RVs are: Camping Trailers, Fifth-Wheel Trailers, Motor Homes, Truck Campers, and Travel Trailers

Floodplain management regulations stipulate that the placement, improvement, or repair of an RV located in a FEMA Special Flood Hazard requires a floodplain permit unless the RV is:

a. on site for less than 180 consecutive days, AND
b. fully licensed and “Road Ready,” OR
c. in compliance with elevation and anchoring requirements for Manufactured Homes.

NOTE: 1. “Road Ready” means ready for highway use. The RV must have wheels, be self-propelled or towable, and have quick disconnect utilities.

Warning: Locating a “Road Ready” RV in a flash flood area is still extremely dangerous and should be prohibited unless there is sufficient warning time to safely move the RV.
Munds Park RV Park Phase IV Expansion
ZC-19-002

Board of Supervisors Meeting
May 21, 2019
Application

Property Owner: MBC Properties No 3, LLC, Phoenix, AZ

Applicant: Terrascape Consulting, LLC, Phoenix, AZ

Representative: Lisa Nelson

Location: West of Interstate 17 at the end of Munds Ranch Road in Munds Park

Zoning: G (General, 10 acre minimum parcel size)

Parcel Size: 18.32 acres (one parcel and a portion of another)
Request

- A Zone Change from the G (General, 10 acre minimum parcel size) Zone to the CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) Zone

- Includes a CUP to allow a 122 unit expansion of the Munds Park RV Park tentatively approved by the Commission
Vicinity Map

Subject Properties

Munds Park
Aerial Photo

Subject Properties
1975—Park was first approved as a campground
1981—127 to 135 RV sites had been established in the Park
1984—Zone change for 10 acres to commercial
1994—Phase II approved a 122 space expansion
2005—Phase III approved a 111 space expansion (ZC-05-004 and CUP-05-028)
2011—Several CUPs renewed confirming a total of 370 approved RV spaces
Concept Plan

MUNDS PARK RV RESORT
PHASE 4 CONCEPT

DATE 11/28/18
SCALE 1 = 10

The design element

31. | 05/21/2019 | Community Development | Ordinance 2019-05 - Munds Park RV Resort Zone Change

5/21/2019 Page 42 of 53
AE Floodplain based on JE Fuller Study
Floodplain Park Model Requirements

Park Model must be:

- Structural frame and appliances must be elevated one foot above the BFE
- Securely attached to an adequately anchored foundation
- Resist flotation, collapse and lateral movement
- Have a system of ties, anchors and anchoring equipment to withstand flood and wind forces
- Detached stairs, decks and porches are self-supporting and must be tied down
Subject property looking south
Subject property looking southeast toward the existing RV Park
The nearby wash to the west in an area not to be included in the zone change.
Findings for a Zone Change

Finding #1.

That the Zone Change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.

- An RV park is allowed in the proposed CH-10,000 Zone with approval of a Conditional Use Permit.
Findings for a Zone Change

Finding #1: Comp Plan Policies

- **Economic Development Policy 4**: Support tourist-related development projects that focus on conserving and showcasing the county’s unique natural, and cultural, and dark sky features.

- **Public Safety Policy 13**: Development projects shall include adequate fire protection measures...

- **Community Services Policy 1**: Approval of development projects shall be considered only if public utilities necessary to serve the use are available...
Findings for a Zone Change  
Finding #1: Comp Plan Policies

- **Natural Environment Policy 6:** Development projects will be located outside of floodplains in order to prevent property damage, protect riparian areas, and facilitate water infiltration into the ground.

- **Water Resources Policy 7:** Conserve and enhance riparian buffers, protect floodplains from development and require the capture of stormwater on site.

Landscaping, weed mitigation and the use of gravel instead of paving will mitigate these issues.
Findings for a Zone Change
Finding #2.

That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare:

- RV parks supports tourism and economic development which furthers public comfort and convenience

- This must be balanced with the potential hazards associated with the location of the development in a floodplain

- Potential hazards are mitigated by procedures the County has developed for siting park models
Findings for a Zone Change
Finding #3.

That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties:

- The change is consistent with the character of the local neighborhood that includes previous phases of the Munds Park RV Park.
The Planning and Zoning Commission recommends approval of ZC-19-002 with the three conditions:

The Zone change may be approved through approval of Ordinance 2019-02.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Sam Mossman, District Manager

SUBJECT: Public Hearing, consideration and possible action regarding approval of Resolution 2019-13, approving the formal conversion of Kachina Village Improvement District into a Domestic Water and Wastewater Improvement District (DWID).

RECOMMENDED MOTION:

Staff recommends approval of Resolution 2019-13, approving the formal conversion of Kachina Village Improvement District into a Domestic Water and Wastewater Improvement District (DWID).

BACKGROUND:

Under direction from the Board of Directors, KVID staff has been implementing a plan to ensure the successful future of KVID. The Successful Future Plan has three key elements - KVID Water and Wastewater Master Plans, a Rate Study, and a Governance Conversion. KVID staff have concluded the first two steps of the plan, and are currently working towards a successful governance transition for the utility planned for July 1, 2019.

As part of this planned transition, KVID’s organizational structure needs to transition to a domestic water and wastewater district (DWID). Domestic water and wastewater district are political subdivisions that generally act independently, being governed by a Board of Directors elected from the community served by the district. Domestic water and wastewater districts are authorized to construct, operate, and maintain water and wastewater systems in perpetuity and provide a high level of statutory authority when running a utility, allowing the district the needed powers to effectively run the utility on behalf of the community.

ALTERNATIVES:

The following alternatives are available to the Board of Directors:
• Approve KVID’s conversion to a DWID
• Decline KVID’s conversion to a DWID
FISCAL IMPACT:

The resolution itself does not come with a financial impact to KVID. The process it represents, KVID moving away from County stewardship has significant financial implications for the utility. However, KVID staff and expert consultants have put a financial plan in place to support this change, and the Board approved a new rate structure for the utility to support the financial plan. We expect that the utility’s financial plan will carry it through this transition without incident.

SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - RESOLUTION 2019-13
RESOLUTION 2019-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING THE CONVERSION OF THE KACHINA VILLAGE IMPROVEMENT DISTRICT TO A DOMESTIC WATER IMPROVEMENT DISTRICT

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 48-1018 provides a board of supervisors by resolution may order conversion of a county improvement district into a domestic water or wastewater district after a public hearing not less than twenty days’ notice mailed to the owners of real property in the district as shown on the most recent property tax assessment roll; and

WHEREAS, the Coconino County Board of Supervisors (“Board”) is considering converting the Kachina Improvement District (“District”) into a domestic water improvement district with authority to provide both water and wastewater service within the district; and

WHEREAS, the Board believes a board of directors comprised of landowners within District is capable of managing the ongoing and future water and wastewater operations; and

WHEREAS, the Board properly set the date for the hearing regarding the conversion of the District to a domestic water improvement district, notice was properly published and mailed to owners of real property within the District; and

WHEREAS, the Board considered all objections on this date.

NOW, THEREFORE, BE IT RESOLVED THAT the Board finds and declares that the public convenience, health, necessity and welfare will be promoted by converting the District to a domestic water and wastewater improvement district; and

THAT the district will now be known as the “Kachina Village Domestic Water Improvement District” and will have the same powers and authority as described in A.R.S. § 48-909, et seq.;

THAT the Kachina Village Domestic Water Improvement District are coterminous with the District boundaries; and

THAT the initial board members of the Kachina Village Domestic Water Improvement District are Peter Smith, Tyanna Burton, Ruth Eaton, Glenn Hoge, and Alan Dulaney.

PASSED AND ADOPTED by the Board this 21 day of May, 2019.

AYES:

NOS:

ABSENT:
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Public Hearing, consideration and possible adoption of Ordinance 2019-02, approving a zone change from OS (Open Space) to G (General, 10 acre minimum parcel size) on two parcels consisting of 425.6 acres located adjacent to and surrounding Happy Jack Lodge; the property located on Lake Mary Road and is further identified as Assessor’s Parcel Numbers 402.31.007A and 402-31-008E; the applicant is Clear Creek 820, LLC of Phoenix, Arizona.

RECOMMENDED MOTION:

Adopt Ordinance 2019-02, approving a zone change from OS (Open Space) to G (General, 10 acre minimum parcel size) on two parcels consisting of 425.6 acres located adjacent to and surrounding Happy Jack Lodge; the property located on Lake Mary Road and is further identified as Assessor’s Parcel Numbers 402.31.007A and 402-31-008E; the applicant is Clear Creek 820, LLC of Phoenix, Arizona.

BACKGROUND:

The subject property was a land exchange with the National Forest Service. The applicants request a Zone Change from the OS (Open Space) Zone to the G (General) Zone. Their submitted plans show 10 tracts ranging in size from 40.20 acres to 45.65 acres.

ALTERNATIVES:

Deny the application.

FISCAL IMPACT:

None.
SUMMARY:

The Planning and Zoning Commission was able to make all three Findings of Fact (see analysis in the Executive Summary) and recommends approval subject to the eleven conditions listed on Ordinance 2019-02.

ATTACHMENTS:

1 – Staff Report
2 – Ordinance
3 – Executive Summary
4 – CC&R
5 – Access letter attachment
6 - Powerpoint
ORDINANCE NO. 2019-02

AN ORDINANCE OF THE COCONINO COUNTY BOARD OF SUPERVISORS, ARIZONA, APPROVING A ZONE CHANGE FROM THE OS (OPEN SPACE) ZONE TO THE G (GENERAL, 10 ACRE MINIMUM PARCEL SIZE) ZONE FOR ASSESSOR’S PARCEL NUMBERS 402-31-007A AND 402-31-008E

WHEREAS, the subject property is two parcels consisting of 425.6 acres located adjacent to and surrounding Happy Jack Lodge and identified as Assessor’s Parcel Numbers 402.31.007A and 402-31-008E; and

WHEREAS, an application was filed by Clear Creek 820, LLC of Phoenix, Arizona, (Case No. ZC-18-009) for a Zone Change from the OS (Open Space) Zone to the G (General, 10 acre minimum parcel size) Zone; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on February 27, 2019 and recommended approval of the Zone Change from the OS (Open Space) Zone to the G (General) Zone; and

WHEREAS, the Board of Supervisors has held a public hearing on May 21, 2019; and

WHEREAS, the Board of Supervisors has determined that the findings for a zone change, as follows, have been met:

1. The change is consistent with the goals, objectives and policies of the Comprehensive Plan and the Zoning Ordinance.

2. The change is in the interest of or will further the public health, safety, comfort, convenience and welfare.

3. The change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

NOW THEREFORE BE IT ORDAINED by the Coconino County Board of Supervisors that the requested Zone Change from the OS (Open Space) Zone to the G (General) Zone is hereby approved with the following conditions:

1. The use or layout of initial tracts shall substantially conform to the plans and narrative as submitted by the applicant except for any standards as modified in the conditions below. Any substantial modifications shall require additional approval from the Planning and Zoning Commission and Board of Supervisors through the Zone Change process.
2. A waiver is hereby granted for the exception parcel at 0.50 acres in size where 10 acres is required. This property shall exclusively be used for shared neighborhood facilities such as trash collection or a well site. For any utility stations or other conditional uses in the G Zone to be conducted on the property, the applicant shall obtain any necessary Conditional Use Permits prior to initiation of those uses.

3. All roadways shall be privately owned and maintained. Construction shall be all weather, with two ten-foot travel lanes as shown in the attached diagram, capable of travel by a 42,000 GVW vehicle.

4. Prior to the recordation of the survey dividing the land into 10 tracts, the applicant shall complete the following to the satisfaction of the Community Development Director:

   a. A Phase 1 Hydrology Study shall be completed and approved by the Engineering Division. All areas identified to be within the 100 year floodplain boundary shall be set aside in a drainage easement. The easement shall be shown on the land division map and legally described by a surveyor as an area to remain completely undisturbed on each affected deed.

   b. The applicant shall identify on a survey all areas with a slope of 25% or greater. All areas identified with a slope of 25% or greater shall be set aside in a slope easement. The easement shall be shown on the land division map and legally described by a surveyor as an area to remain completely undisturbed on each affected deed.

   c. A Jurisdictional Determination from the US Army Corps of Engineers shall be prepared by a professional consultant. Should the applicant disturb any Waters of the US in an amount exceeding the ACOE notification and permitting threshold, the applicant shall obtain a 404 Permit. Otherwise, the applicant is obligated to obtain and submit to staff a Nationwide Permit.

   d. The applicant shall annex into the Blue Ridge or Happy Jack Fire District or by subscription to either of those fire districts.

   e. The applicant shall keep in perpetuity an agreement with Happy Jack lodge for emergency ingress/egress through their property.

   f. The applicant shall improve the entirety of the FS 122 on the subject property and the road shown on the applicant’s site plan leading from FS 122 to the northern property boundary to the road standard noted in Condition 3.
g. The applicant shall consult with the U.S. Fish and Wildlife Service and AZ Game and Fish and meet any requirements of that agency in regard to Mexican Spotted Owl or any other endangered or threatened species habitat.

5. All future land divisions shall meet the minimum standards of the General Zone as specified in Zoning Ordinance Section 2.1. A Land Division Permit shall be submitted to and approved by the Planning and Zoning Division of Community Development prior to those splits being recorded.

6. As drafted and submitted to staff by the applicant, a homeowners association (HOA) shall be established with authority to enforce and administer the subdivision’s CC&Rs. The HOA shall be duly incorporated and shall be solely responsible for maintenance of drainage easements and of steep slopes of 25% or greater. The CC&Rs shall empower the HOA to make equitable assessments against lots to pay for such maintenance and to impose liens against lots to secure payment of such assessments.

7. Language shall be included in the CCRs that require wildlife friendly fencing, should any individual lot owner wish to fence in any portion of their property. Wildlife friendly fencing is a maximum of 42 inches in height from grade to the top, has a 20 inch minimum gap from the ground to the first wire, a 12 inch minimum gap from the top to second from the top strand, and has smooth wire on the top and bottom strands.

8. During construction of roadways, bridges, retaining walls, and other infrastructure improvements, all necessary measures shall be implemented for dust control and to protect and prevent damage to springs, seeps, wetlands, and other natural features of the open space tracts. Storm water quality shall be maintained during construction through implementation of an approved Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include detailed plans for the protection of springs, seeps, and wetlands and any inadvertent damage to such resources shall result in an immediate halt to construction activity until a remediation plan is approved. Any and all damage to springs, seeps, and wetlands will be reported to the U.S. Army Corps of Engineers for further enforcement action as appropriate.

9. All disturbed areas that are not otherwise landscaped shall be revegetated with hydoseeding or planting of other suitable ground cover utilizing a native seed mix appropriate to the area. The native seed mix shall be identified prior to approval of construction plans and approved by the Director of Community Development prior to application.

10. Street names, none of which shall duplicate other street names in the Happy Jack or Blue Ridge areas, shall conform to the County’s Street Naming and Addressing Ordinance.

Ordinance 2019-02 Page 3 of 4 Approved May 21, 2019
Proposed names are subject to the approval of Coconino County GIS, Public Works, and Community Development staff prior to approval of the Final Plat.

11. Phasing of additional roadway improvements shall meet those written in the applicant’s submitted CC&Rs with future land owners and/or developers of Tracts 2, 3, 4, 7, and 8 improving roadways to a level of construction that shall be all weather, with two ten foot travel lanes as shown on the attached diagram and capable of travel by a 42,000 GVW vehicle.

Passed and adopted this 21st day of May 2019 by the following vote:

AYES:

NOES:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

__________________________________
Art Babbott, Chairman

(SEAL) Coconino County Board of Supervisors

ATTEST:

______________________________
Clerk of the Board

APPROVED AS TO FORM

______________________________
Deputy County Attorney
Date: April 29, 2019
To: Board of Supervisors
From: Community Development Department
Subject: Public Hearing and consideration of Case No. ZC-18-009

Executive Summary

Location: Adjacent to Happy Jack Lodge, APN#s 402-31-007A and 402-31-008E

Current Zoning: OS (Open Space)
Requested Zoning: G (General, 10 acre minimum parcel size minimum)

Property Size: 425.6 acres

Supervisor District: 4 (Jim Parks)

Owner/Applicant: Clear Creek 820- Phoenix, AZ

Project/Development Description: The applicants request a Zone Change from the OS (Open Space) Zone to the G (General) Zone. Their submitted plans show 10 tracts ranging in size from 40.20 acres to 45.65 acres. New owners in the future would be able to split each tract into a 10 acre parcel, making around 40 new total parcels a possibility.

Recommendations and Findings of Staff and the Planning and Zoning Commission

The Planning and Zoning Commission was able to make all three Findings of Fact (see analysis below) and recommends approval subject to the eleven conditions below.

Analysis

Coconino County Comprehensive Plan

The Planning and Zoning Commission reviewed the following relevant goals and policies of the Comprehensive Plan in relation to this request:

*The County encourages and supports property owners in the development of platted subdivisions rather than lot splits and seeks to update the Subdivision Ordinance to help incentivize design that is consistent with the Comprehensive Plan and area plans. –Land Use Policy 7*

*Development projects and subdivisions, including the placement of lots, alignment of roads, and installation of other structures and infrastructure, will be designed to minimize alterations to natural landforms, hydrology, and native vegetation and to maximize the conservation of environmentally sensitive features. –Natural Environment Policy 5*

*Conserve wildlife, their habitats, and movement corridors. –Natural Environment Goal*

*The County promotes the use of tools such as conservation easements, integrated conservation design, open space dedication, fee-simple acquisition, and transfer of development rights to protect environmentally sensitive features, habitat, and open space. –Natural Environment Policy 7*
Construction plans for development, infrastructure improvements, and forest restoration projects will include a plan for minimum disturbance of native vegetation and soils. –Natural Environment Policy 16

The review process for subdivision and other development proposals shall consider mitigation measures for drainage, erosion, sedimentation, and related issues with regards to the soil type, substrate, and slope. –Natural Environment Policy 29

Concentrate development near existing infrastructure and services while conserving ecosystems and landscapes. –Land Use and Growth Goal

Rezoning to higher density is discouraged on remote inholding where the provision of infrastructure is not a logical extension of existing improvements. –Land Use and Growth Policy 52

Work with developers early on to incorporate integrated conservation design practices into projects. –Land Use and Growth Policy 57

Development projects will be located outside of floodplains to prevent property damage, protect riparian areas, and facilitate water infiltration into the ground. Floodplains will be delineated by the County using the best available data. –Natural Environment Policy 6

The availability of adequate emergency services and emergency access routes shall be considered in the review of major developments and subdivisions. Development projects shall provide for two means of vehicular access (ingress/egress) to ensure adequate entrance and exit routes for emergency response and management activities. –Public Safety Policy 2

An emergency response mitigation plan shall be incorporated in development projects located in remote areas without nearby emergency medical services. –Public Safety Policy 3

Development projects shall include adequate fire protection measures, as determined by the BOS with input from the local fire district and/or appropriate fire management agencies. –Public Safety Policy 26

For development in the W/UI, the use of firewise landscaping and construction design and materials is encouraged to maintain defensible space. Technical assistance for fuels mitigation and fire prevention measures should be sought from the local fire district or the Arizona State Land Department (ASLD). –Public Safety Policy 30

To ensure the safe and efficient flow of traffic, the County encourages the use of access management techniques to increase safety. –Circulation Policy 41
The developer must provide connectivity to adjacent existing and potential future infrastructure to provide adequate access for emergency service vehicles, circulation infrastructure in major developments, subdivisions, and other residential neighborhoods. –Circulation Policy 43

The proposal is located in the WUI (Wildland/Urban Interface), which increases the importance of emergency services considering the possibility of catastrophic wildfire. Thinning of the property was conducted by the USFS prior to the applicant obtaining it. The applicant has agreed to be annexed into the Blue Ridge Fire District. The applicant also provides a number of firewise principals in their proposed CC&Rs that reduce the likelihood of catastrophic wildfire, such as: All property owners are to comply with fuels reduction and fire prevention plans titled Community Wildfire Protection Plan – Blue Ridge Area and Mogollon Rim Ranger District of Coconino National Forest and Living With Wildfire – Homeowner’s Firewise Guide to Arizona and outdoor fire and cooking safety measures. The Planning and Zoning Commission found the above policies to be met.

Very low-density (such as ranchette residential) uses shall be maintained in areas without water, utilities, and fire protection. –Land Use and Growth Policy 24

Ranchette residential development is defined in the Comprehensive Plan as 10 acre to 40 acre lots. This proposal would allow for 40 lots at 10 acres in size, consistent with the policy above.

Access/Circulation

The applicant proposes a phased approach to providing for physical access to each of the ten proposed tracts. The applicant would improve the two main roads for the large tracts and developers of the tracts into 10 acre parcels would improve additional access roads to the same standard. The standard determined by staff and the applicant is an all-weather surface with two ten-foot travel lanes, capable of travel by a 42,000 GVW (emergency) vehicle.

Emergency Services

The applicant has agreed to annex the property into the Blue Ridge Fire District or Happy Jack Fire District. The alternative would be to subscribe to either district’s fire services. Also, the applicant provided staff with an agreement with neighboring Happy Jack Lodge for emergency ingress/egress throughout the resort (see attached letter). The Commission found this as adequate for the level for the proposed development.

Water/Wastewater

The applicant does not have a specific plan for water or wastewater, though they do show a 50’ by 50’ exception parcel that the applicant describes as being an area set aside for any future shared utilities like a shared well or shared trash area. All lots would most likely be on individual septic systems and separate wells or water would be hauled individually.
Public Participation

The applicant notified all property owners within two miles of the subject property. Six property owners attended the meeting held on Saturday, December 15, 2018 to discuss the development proposal. The applicant indicates that there were no concerns noted of attendees.

Findings of Fact

In order to approve of a Zone Change case, the Board of Supervisors must make the three following Findings of Fact:

1. That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.
2. That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare.
3. That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

1. The Planning and Zoning Commission found that the development could meet the goals, objectives and policies of the Comprehensive Plan with proposed conditions that align the request more with a subdivision than a typical land division.

2. The Planning and Zoning Commission found that the zone change may further public health, safety, comfort, convenience, and/or welfare.

3. The Planning and Zoning Commission found that there would not be an adverse effect to the established character of the surrounding area. Happy Jack Lodge is a resort use and this development would be far less intense.

Recommendation

The Planning and Zoning Commission recommends the Board of Supervisors approve ZC-18-009 with the eleven conditions below:

1. The use or layout of initial tracts shall substantially conform to the plans and narrative as submitted by the applicant except for any standards as modified in the conditions
below. Any substantial modifications shall require additional approval from the Planning and Zoning Commission and Board of Supervisors through the Zone Change process.

2. A waiver is hereby granted for the exception parcel at 0.50 acres in size where 10 acres is required. This property shall exclusively be used for shared neighborhood facilities such as trash collection or a well site. For any utility stations or other conditional uses in the G Zone to be conducted on the property, the applicant shall obtain any necessary Conditional Use Permits prior to initiation of those uses.

3. All roadways shall be privately owned and maintained. Construction shall be all weather, with two ten-foot travel lanes as shown in the attached diagram, capable of travel by a 42,000 GVW vehicle.

4. Prior to the recordation of the survey dividing the land into 10 tracts, the applicant shall complete the following to the satisfaction of the Community Development Director:

   a. A Phase 1 Hydrology Study shall be completed and approved by the Engineering Division. All areas identified to be within the 100 year floodplain boundary shall be set aside in a drainage easement. The easement shall be shown on the land division map and legally described by a surveyor as an area to remain completely undisturbed on each affected deed.

   b. The applicant shall identify on a survey all areas with a slope of 25% or greater. All areas identified with a slope of 25% or greater shall be set aside in a slope easement. The easement shall be shown on the land division map and legally described by a surveyor as an area to remain completely undisturbed on each affected deed.

   c. A Jurisdictional Determination from the US Army Corps of Engineers shall be prepared by a professional consultant. Should the applicant disturb any Waters of the US in an amount exceeding the ACOE notification and permitting threshold, the applicant shall obtain a 404 Permit. Otherwise, the applicant is obligated to obtain and submit to staff a Nationwide Permit.

   d. The applicant shall annex into the Blue Ridge Fire District.

   e. The applicant shall keep in perpetuity an agreement with Happy Jack lodge for emergency ingress/egress through their property.

   f. The applicant shall improve the entirety of the FS 122 on the subject property and the road shown on the applicant’s site plan leading from FS 122 to the northern property boundary to the road standard noted in Condition 3.
g. The applicant shall consult with the U.S. Fish and Wildlife Service and AZ Game and Fish and meet any requirements of that agency in regard to Mexican Spotted Owl or any other endangered or threatened species habitat.

5. All future land divisions shall meet the minimum standards of the General Zone as specified in Zoning Ordinance Section 2.1. A Land Division Permit shall be submitted to and approved by the Planning and Zoning Division of Community Development prior to those splits being recorded.

6. As drafted and submitted to staff by the applicant, a homeowners association (HOA) shall be established with authority to enforce and administer the subdivision’s CC&Rs. The HOA shall be duly incorporated and shall be solely responsible for maintenance of drainage easements and of steep slopes of 25% or greater. The CC&Rs shall empower the HOA to make equitable assessments against lots to pay for such maintenance and to impose liens against lots to secure payment of such assessments.

7. Language shall be included in the CC&Rs that require wildlife friendly fencing, should any individual lot owner wish to fence in any portion of their property. Wildlife friendly fencing is a maximum of 42 inches in height from grade to the top, has a 20 inch minimum gap from the ground to the first wire, a 12 inch minimum gap from the top to second from the top strand, and has smooth wire on the top and bottom strands.

8. During construction of roadways, bridges, retaining walls, and other infrastructure improvements, all necessary measures shall be implemented for dust control and to protect and prevent damage to springs, seeps, wetlands, and other natural features of the open space tracts. Storm water quality shall be maintained during construction through implementation of an approved Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include detailed plans for the protection of springs, seeps, and wetlands and any inadvertent damage to such resources shall result in an immediate halt to construction activity until a remediation plan is approved. Any and all damage to springs, seeps, and wetlands will be reported to the U.S. Army Corps of Engineers for further enforcement action as appropriate.

9. All disturbed areas that are not otherwise landscaped shall be revegetated with hydroseeding or planting of other suitable ground cover utilizing a native seed mix appropriate to the area. The native seed mix shall be identified prior to approval of construction plans and approved by the Director of Community Development prior to application.
10. Street names, none of which shall duplicate other street names in the Happy Jack or Blue Ridge areas, shall conform to the County’s Street Naming and Addressing Ordinance. Proposed names are subject to the approval of Coconino County GIS, Public Works, and Community Development staff prior to approval of the Final Plat.

11. Phasing of additional roadway improvements shall meet those written in the applicant’s submitted CC&Rs, with future land owners and/or developers of Tracts 2, 3, 4, 7, and 8 improving roadways not originally improved by the applicant with two, ten foot travel lanes as shown on the attached diagram and capable of travel by a 42,000 GVW vehicle.

Attachments:

Exhibit 1: Applicant’s submitted CC&Rs
Exhibit 2: Happy Jack Lodge Access Agreement Letter
Exhibit 3: Applicable Road Standard Document
Report of the Planning and Zoning Commission
Case ZC-18-009

Planning and Zoning Commission Actions Summary:

Motion: Commissioner Williams moved to approve the recommendation of Case No. ZC-18-009 with the conditions as stated, modifying condition number three to state “construction shall be all weather, with two ten-foot travel lanes as shown in the attached diagram, capable of travel by a 42,000 GVW vehicle”, condition number 4d to state “the applicant shall annex into Blue Ridge or Happy Jack district or by subscription to either of those fire districts”. Condition number 4g should state “the applicant shall consult with US Fish and Wildlife service and AZ Game and Fish and meet any requirements of those agencies in regard to the Mexican Spotted Owl or any endangered or threatened species habitat”. Condition number 11 should state “phasing of additional roadway improvement shall meet those written in the applicant’s submitted CC&R’s with future landowners or development tracts two three, four, seven and eight, improving roadways to a level of construction that shall be all weather, with two ten foot travel lanes as showed on the attached diagram and capable of travel by a 42,000 GVW vehicle”. Commissioner Clifford seconded the Motion. The Motion passed unanimously.

Commissioners Present: Don Walters-Chairman, Tammy Ontiveros-Vice Chair, Sat Best, Jim Clifford, John Ruggles, Tyanna Burton, and Mary Williams

Commissioners absent: Ray Mayer

Meeting of March 27, 2019

Mr. Schwartz summarized the staff report along with a PowerPoint presentation. Mr. Schwartz stated that the applicant would like to change condition number three and ten to add “or as approved by the County Engineer” and condition number 4d to add “or receive subscription service from a local fire department if annexation is not possible”.

Commissioner Best asked if there has been any progress after the provided report through either US Fish and Wildlife or Arizona Game and Fish, for the threatened species. Mr. Schwartz replied that when the land swap happened in 2007, the NEPA process was required, there was an environmental assessment. That report noted that there could be some wildlife habitat on the property, but they were weighing the trade and there are more environmental resources on the applicant’s former property than the subject property. Mr. Schwartz stated that the County’s Urban Wildlife planner was in the audience to answer questions as well.

Commissioner Williams asked what the next level of development would be for the forty-acre tracts, would it come back in front of the Commission. Mr. Schwartz explained that
there are a couple items staff has placed in the conditions that need to be done prior to the ten tracts. After that the new buyers would come in and legally do five splits, down to the minimum acreage of the zone. There is not a plan for the multiple splits as of right now, but none of them would be coming in front of the Commission. Mr. Schwartz explained that staff would be monitoring the conditions and approving the land division permits when they are submitted.

Commissioner Williams stated that more information on the splits and wildlife will be needed for the future splits. Mr. Schwartz replied that staff is conditioning some of these things, such as; having the drainage easement, if they figure that out prior to laying out the tracts, those get recorded on all the deeds which staff will have a record of.

Commissioner Ontiveros clarified that as a Commission they need to make the three Findings of Fact, in number one it states that the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance. There is information that would be needed if this were going to be a subdivision, and what is missing staff is requiring in the conditions. Mr. Schwartz replied that even if staff was not provided with this information up front staff’s intent was to address them through the conditions listed in the staff report.

Chairman Walters referred to the road map, asked if every road will be deeded access, ingress, egress easements and utility easements. Mr. Schwartz replied that with un-subdivided lands, it’s a plat and it will be surveyed, and deeded in perpetuity, which staff will have for the next possible splits.

Chairman Walters referred to condition number 4D, asking if Happy Jack is annexed into the Blue Ridge Fire District or do they have a subscription. Mr. Schwartz replied that he would like the applicant to answer that question.

Commissioner Best stated that until the Hydrology information is provided, this is just a preliminary plan. If the Hydrology report conflicts with this plan, the development will need to be redesigned for the easements to be set for the 100-year flood zone. The Game and Fish department along with the Army Corp could have issues with this plan as well. Mr. Schwartz replied that the first condition requires compliance with what the provided plan shows. If something were to drastically change; the plan would need to go back in front of the Commission and the Board of Supervisors.

Commissioner Clifford referred to condition number three, how is it going to affect Forest Service roads. Has the Forest Service given permission for the road or is it a private road. Mr. Schwartz replied that this is private property, what happens on this property is dictated by the applicant. They wouldn’t make changes to roads that are opened to the public; Forest Service roads. Commissioner Best asked if this plan was blocking a Forest Service road or Forest Access. Mr. Schwartz replied that this was not going to be opened to the public anymore, but the applicant might have more information.

Board of Supervisors Meeting
May 21, 2019
There were no further questions for staff, the floor was opened to the applicant or representative for comment.

Ross Wilson, member of the Clear Creek 820 LLC, 6245 N 24th Parkway Suite 205, Phoenix Arizona stated that Forest Service Rd. 122 will stay a public thoroughfare. They own the land under it and intend to improve it based on the standards provided by the County’s Engineer. Richard Schust, member of the Clear Creek 820 LLC, 6245 N 24th Parkway Suite 205, Phoenix Arizona, stated the only way that road would be blocked is if the Forest Service stated it was required and didn’t want public to use it.

Chairman Walters asked if Happy Jack has been annexed into the Blue Ridge Fire District. Mr. Wilson replied that they have talked with Chief Pain, who has talked with the County Attorney for the process, they have stated that they can annex them in once they apply. Mr. Schust stated that Happy Jack Lodge has their own fire department.

Chairman Walters asked if the roadways are going to be deeded ingress, egress and utility easements. Mr. Schust replied that they will be permanent deeds and set up roadways with all utilities on there. Chairman Walters asked if the utilities will be laid out down the side of the roads or down the middle. Mr. Wilson replied that they don’t delineate within the roadway, other than Forest Service 122 which has an easement on the edge of it. Chairman Walters asked what their concerns are about the roadway condition written in the staff report. Mr. Schust stated that they are forty-acre rural parcels, in the initial round of people buying the parcels, there will be a lot of road maintenance for very few users. He stated that they put in their CC&R’s, to split the property they would need to go through Coconino County for the proper approvals. They would then also need to bring the road up to a standard for additional use. The CC&R’s make it so the road improvements beyond the main roads can start to be brought up to County Standards once they start selling and being divided into less than forty acres. The Commission and Applicants discussed the difference in the roads that will be built now which will touch every forty-acre parcel versus the roads that will be made once the lots start splitting based on their HOA. Mr. Wilson stated that the splits are not going to happen for a while and they are unable to see how an owner would split their forty-acre parcel. This is why they wrote it into the CC&R’S and are leaving it to the HOA to police these policies.

Commissioner Best stated that he concurs with Chairman Walters about the conservation aspects, there are no Hydrology and Game and Fish analyses. He suggested continuing the case until they can provide some more information. This project looks like it can be phased and is a great project, there are just some questions that need to be answered first. Mr. Schust stated they tried to get all the reports before the hearing tonight, but the weather did not allow anyone to go out on the property, if they approve tonight, they will have all the reports prepared for the Board of Supervisors.

Commissioner Ontiveros asked if they are not able to annex into the Blue Ridge Fire Department, who provides a fire subscription in that area. Mr. Wilson replied that they have
talked with the Happy Jack fire services, they are sending them an application for membership. He provided Mr. Schwartz with the email from Chief Pain stating they can be annexed into the Blue Ridge Fire Department. Chairman Walters asked what the determining factors would be to choose annex or subscription. Mr. Wilson stated that he preferred Happy Jack, they are more advanced in their over all operation and facility.

Commissioner Clifford asked if this case was approved tonight, would the CC&R’s go into effect right now. Ms. DeBoard stated that the action for the Commission tonight is to recommend approval of the zone change to the Board of Supervisors, it is a legislative action that needs to be taken to the Board. At that time the Board will consider the zone change, they will also consider the recommendation from the Commission as well as what the applicant provides including the CC&R’s. Commissioner Clifford asked if the applicants would be bound by the CC&R’s. Ms. DeBoard stated that when the CC&R’S are recorded they would be a matter of contract. They would bind the developer, but in regard to the matter of enforcement could be tricky due to who would benefit from it being recorded. Chairman Walters asked if they could make the enforcement one of the conditions for this zone change. Ms. DeBoard replied that the County can be made a beneficiary for the enforcement but tend to not enforce CC&R’S. She would not recommend it, but it can be explored. Commissioner Burton asked if the County had to be beneficiary for the whole set of CC&R’S or can they just be enforcement for the roads. Ms. DeBoard replied that CC&R’S for the roads can be recorded in favor of the County and the County can be named as an individual who can enforce them but it is not a common practice for counties. Chairman Walters stated that a portion of the CC&R’S can be copied into the recommendation for the Board of Supervisors. Ms. DeBoard replied that usually they are stated as conditions for the recommendation of approval.

Mr. McNeely stated that the County Engineer is in the audience for questions and can clarify the conditions Mr. Schwartz has written in the staff report.

Christopher Tressler, County Engineer, 1624 W Ashley Way, Flagstaff, stated that they would expect the road to handle 42,000 lbs., ten-foot-wide lanes and it would need to be an all-weather road. The safety of the public and welfare is governing this road standard, the County is not likely to provide a wavier that would not allow an apparatus to access the parcels. Chairman Walters asked if they should change condition number three to state what the County would require. Mr. Tressler stated that by not knowing what the soils are like in the area, the condition should state “the roads would be constructed to handle the 42,000 lb. apparatus, all weather roads with ten-foot-wide lanes minimum”.

Commissioner Best stated that without knowing the floodplain status, there could be a need for a bridge and the new condition wording would complicate it. Mr. Tressler replied that there is criteria for bridges and access, this condition is for the roads. There is still a need for access, if a bridge needed to be constructed to provide access, the bridge would need to meet minimum criteria as well.
Mr. Wilson come back up to the podium. Chairman Walters asked if they agree with what the County Engineer is asking for. Mr. Schust asked if it meant they are requiring higher road standards than is written in the conditions now. Chairman Walters explained that the performance standard is stating the roads would be able to withstand a firetruck. Mr. Schust stated that this new standard seems to be more than needed for the size of lots and activity that will be going on in the neighborhood. Commissioner Best stated that this could be another reason for a continuance because there are ways to get around the performance standard, such as; fire sprinkler systems in each home. Mr. Schust stated that they are not able to see how the future buyers will want their lots, some of them may not build houses. That is why they are building the minimum road requirements and have bringing up the roads to County standards in the CC&R’s. Chairman Walters explained that they are just asking for the roads to handle an emergency vehicle.

Commissioner Ontiveros referred to condition number three, did staff feel that was sufficient. Mr. Schwartz stated that he asked the Community Development’s Engineering staff to give the minimal road split standard, there are different ways the performance standard can be met. Usually the Engineers have cross sections of the property in front of them and can determine what standard is needed, with a subdivision you get that information up front. The County Engineer will get all the information as the splits happen and can tell if the roads are up to the performance standard. Mr. Schwartz stated that condition number three should be changed to “the applicant shall provide an all-weather road with at least two ten foot travel lanes to accommodate a 42,000 GVW vehicle as approved by the County Engineer.” Mr. Christelman stated that the performance standard provided by the County Engineer is the minimum road requirement for a lot split, also the minimum standard from a previous road ordinance that the County used to use for private roads. He stated that his recommendation is for the wording of the condition to be what the County Engineer has stated. Mr. Christelman also stated that the County Hydrologist is in the audience and there is no floodplain in this area.

John Carr, 2220 N. Crescent Dr. Flagstaff, stated that there is not a FEMA designated 100-year flood plain in that area. The term floodplain is used interchangeably, there is not a FEMA floodplain there but if they did a study in that area, it is likely that there could be one. Commissioner Best stated that there could be a flood plain that could affect the development and conservation of species in that area, that is the reason he would like a continuance to see the information. Mr. Carr stated that FEMA requires documentation of ESA compliance for a proposed project before it will process Conditional Letters of Map Revision (CLOMRs) or Conditional Letters of Map Revision based on Fill (CLOMR-Fs) request. Because the subject area is not in a FEMA Special Flood Hazard Area, this requirement is not applicable.

Chairman Walters asked if he has read the staff report and agrees with the conditions. Mr. Carr stated that he agrees with the recommendations as written and believes it protects the intent of the County in regards to the phase one Hydrology study and the jurisdictional determination by the US Army Corps of Engineers.
Chairman Walters explained that the Commission is not trying to delay the developers from building, they will abide by the conditions, they are trying to ensure a certain level of commitment. With the new wording to condition number three, the continuance would just help the applicant review and understand the new changes. Mr. Schust and Wilson stated that they understand the new wording of the conditions and will abide by them.

Commissioner Best asked if the non FEMA 100 Year flood plain qualifies for wildlife protection. Mr. Schwartz replied that in the conditions written by staff, once the phase one Hydrology study is done, it would require them to identify where the 100 year floodplain boundaries are. This would then create a drainage easement. He also stated that a non FEMA 100 year floodplain would qualify.

Commissioner Best asked if they are comfortable with the wildlife protection that is written in the conditions. Robert Magill, Coconino County and AZ Game and Fish Urban Wildlife Planner, 210 N. Elden St. Flagstaff Arizona, stated that from what he has read of the conditions without ever being to the site and not knowing the ground conditions, he can’t give a definite yes or no. He stated that he would need more onsite information.

There were no further questions for the applicant, and no public in attendance for this case, the floor was opened to the Commission for discussion.

Commissioner Burton stated that all her questions were answered and does not see any reason not to recommend this to the Board of Supervisors as amended.

Commissioner Ontiveros stated that she believes all the Commissioner’s concerns have been addressed, roadways in condition number three. Floodplain is addressed in condition number 4A, Wildlife is addressed in condition numbers 4G and 7, She can make the findings necessary to recommend approval to Board of Supervisors.

Commissioner Clifford stated that with the changes to the conditions he can make the findings necessary to recommend approval to Board of Supervisors.

Commissioner Williams stated that she can also make the findings.

Commissioner Ruggles stated that he can make the findings to support the requested zone change. He stated that he can concur with the County Engineer and the roadway should be determined on the basis of terrain and soil. He also stated that the wording for condition number 4D should read “the applicant shall annex into a fire district or utilize fire protection by subscription”, may be more appropriate rather than naming the fire district.

Commissioner Best stated that overall this is a good project, he suggested that condition 4G state “the applicant shall consult with US Fish and Wildlife service and AZ Game and Fish
and meet any requirements of those agencies in regard to Mexican Spotted Owl or any other endangered or threatened species habitat”.

Chairman Walters stated that if they heavily grade these roads, they will be able to fill in all the bad areas and thinks this is a great project.

**MOTION:** Commissioner Williams moved to approve the recommendation of Case No. ZC-18-009 with the conditions as stated, modifying condition number three to state “construction shall be all weather, with two ten-foot travel lanes as shown in the attached diagram, capable of travel by a 42,000 GVW vehicle”, condition number 4d to state “the applicant shall annex into Blue Ridge or Happy Jack district or by subscription to either of those fire districts”. Condition number 4g should state “the applicant shall consult with US Fish and Wildlife service and AZ Game and Fish and meet any requirements of those agencies in regard to the Mexican Spotted Owl or any endangered or threatened species habitat”. Condition number 11 should state “phasing of additional roadway improvement shall meet those written in the applicant’s submitted CC&R’s with future landowners or development tracts two three, four, seven and eight, improving roadways to a level of construction that shall be all weather, with two ten foot travel lanes as showed on the attached diagram and capable of travel by a 42,000 GVW vehicle”. Commissioner Clifford seconded the Motion. The Motion passed unanimously.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this “Declaration”) is executed effective this ___ day of ______________, 20___, by Clear Creek 820, LLC, an Arizona limited liability company (“Declarant”) as legal owner of that certain real property described herein. This Declaration shall run with said property for the purposes set forth below.

W I T N E S S E T H:

A. WHEREAS, the property subject to this Declaration is described as Tracts 1 through 10 inclusive, according to the Record of Survey recorded on October 30, 2018, as document number 3828821, in the Records of Coconino County, Arizona (the “Property”) and more particularly described in Exhibit A attached hereto.

B. WHEREAS, Declarant intends to impose upon the Property mutually beneficial restrictions and obligations (“Restrictions”) with respect to the use, conduct upon and maintenance thereof, for the benefit of all persons who now or hereafter use, own, occupy or have an interest in any portion of said Property.

ARTICLE I

PROPERTY OWNERS ASSOCIATION

1. The Association, to be called Happy Jack Ranch Property Owners Association shall be a non-profit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles and Bylaws of the Association and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws, as same may be amended from time to time.

2. Each and every Parcel Owner, in accepting a deed or contract for any Parcel, whether or not it shall be so expressed in such deed of contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from the ownership of the Parcel. The right and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or
such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Parcel Owner as a member shall have such voting rights as set forth in this Declaration.

3. In furtherance of its purposes, which are generally as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement, and management of the roads and common areas as further described in Article VI of this Declaration.

4. Each Parcel Owner is obligated to pay: (i) regular assessments for normal maintenance and repair and reserves, along with Association insurance and operating costs; (ii) special assessments for capital improvements with such assessments to be established by the Association. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorney’s fees, shall be a lien on the Parcel. Each Parcel Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall not pass to the Owner’s successor in title, unless expressly assumed by such successor; however, the obligation to pay same shall be a continuing lien on the Parcel, excepting for the provisions of Paragraph 13 below, relating to mortgagees.

5. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair and maintenance of the roadways and any other designated common areas as shown on the Record of Survey or otherwise designated, including any reserves necessary for future capital expenditures and maintenance. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association. The construction, costs and maintenance of any additional roads created by further division of any original parcel as shown on the Record of Survey, and as provided for herein, shall be the responsibility of the property owners.

6. Each Owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Parcel. The Declarant shall be not be responsible for comparable assessments. The assessment will vary by parcel size. The assessments are in dollars per year and are subject to change by the Association. The initial assessments shall be as follows:

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<th>#ACRES</th>
<th>ANNUAL FEE</th>
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<tr>
<td>10-19</td>
<td>$500</td>
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<tr>
<td>20-29</td>
<td>$675</td>
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<tr>
<td>30-39</td>
<td>$850</td>
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<tr>
<td>40+</td>
<td>$1,000</td>
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7. The Parcel Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Association shall fix the amount of
the regular assessment at least (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association.

8. The Parcel Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Association shall fix the amount of the regular assessment at least (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association.

9. In addition to the regular assessment as set forth above, the Association may set special assessments if the Association determines by two-third’s ownership vote that such is necessary to meet the primary purposes of the Association. Such special assessments shall be in ratio to the regular assessments.

10. All sums assessed by the Association chargeable to a Parcel, but unpaid, shall constitute a lien on such Parcel prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber, and convey same. A suit to recover a money judgement for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same.

11. The total number of votes in the Association shall be on the basis of one (1) vote per parcel, provided the Declarant shall have three (3) votes for each parcel it owns. All Association matters shall be determined by a majority vote. If more than one party is the Owner of a Parcel, there must be unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel’s vote, otherwise, that vote shall not be counted.

12. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purpose.

13. Where the holder of a first mortgage of record obtains title to the Parcel as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. As used in this Declaration, the term “mortgage” shall include “deed of trust” and “agreement for sale” and “mortgagee” shall include the “Beneficiary” under a deed of trust and “vendor” under agreement for sale.

14. If the Association determines that any Parcel Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the conditions complained of. The owner shall correct same or, if not readily correctable within Thirty (30) days after notice from the Association, the owner shall submit corrective
plans proposing its remedy to the condition complained of within thirty (30) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owners and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, and within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such owner and enforceable by the Association as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation complained of.

ARTICLE II

Land Use and Protective Restrictions

1. The Property shall be used exclusively for rural residential purposes. No parcel may be divided into parcels less than 10-acres each, and all such divisions must be in compliance with Coconino County zoning and lot split requirements. All parcel divisions must be approved in writing by the Declarant or its successors and assigns. Buyer or subsequent owners shall provide the Declarant with a survey performed by a licensed surveyor of the entire parcel, showing the proposed split with dimensions and acreage for each resulting proposed parcel. The survey shall also show the location and width of any access and utility easements being created to each parcel. An exhibit to the survey shall be prepared showing the proposed trees to be removed from the access easement right-of-way. Unless otherwise a safety issue is created, only trees in the to be constructed driving surface and shoulder shall be removed. The access easements shall be a minimum width of 30-feet each side of centerline and provide a cul-de-sac, where necessary, with a minimum turning radius of 60-feet. Prior to the recordation of the Declarant approved parcel division, the buyer shall physically construct and pay all associated costs, and obtain final approval from the Declarant or the Association of the new parcel access road. No combustible materials may be imported or stored on any newly created parcel until the new parcel access road has been completed and approved as provided for herein. Said roads shall meet or exceed the minimum design and construction methods of the existing Association road network, including the average width of the driving surface, road grade, drainage culverts where appropriate and aggregate road toppings effectively matching those of existing Association roads. Said roads shall become part of the Association road network and shall be maintained by the Association. An individual Tract or any portion thereof is referred herein as a “Parcel” and the owner thereof a “Parcel Owner”.

2. All buildings shall be in compliance with applicable Coconino County zoning ordinances. No improvements may be commenced without the appropriate Coconino County building permits having been first obtained. Any guesthouse or caretaker’s quarters, which may include a kitchen, shall be for the use of bona fide guests or caretakers, as the case may be or the occupants of the main residence, or members of such occupant’s family.

3. Each dwelling erected, including modular, panelized, pre-cut and manufactured homes, shall have at least one thousand (1,000) square feet of living area, exclusive of garage or
carport measured to the exterior walls. A guesthouse or caretakers’ quarters must have at least six hundred (600) square feet of living area.

4. The Property shall not be utilized for commercial, industrial or retail purposes of any kind, with the exception of sales activities by Declarant or Declarant’s agent with respect to marketing of the Property. Notwithstanding the foregoing, a resident of any Parcel may conduct business activities within such resident’s home, home-office or outbuilding so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside said residence or structure and that the business activity is consistent with the residential character of the Property and does not constitute a nuisance, hazard or offense, or threaten the security and safety of other Parcel Owners.

5. Any rezoning application shall require the written consent of the Declarant or its successors and assigns.

6. Excepting fences, any structures or their encroachment shall be prohibited on any portion of the property with a 25% or greater slope.

7. No mobile homes are permitted on any Parcel at any time. A “mobile home” is defined as a portable unit designed for permanent or long-term residential use, constructed for towing on its own chassis and designed for installation with or without a permanent foundation.

8. Temporary use of camping trailers, recreational vehicles/motor homes or travel trailers shall be allowed for onsite use by a Parcel Owner, provided that such use does not interfere with the quiet enjoyment of neighboring residents and that such use is conducted in accordance with applicable county regulations. Owner-occupied camp trailers, recreational vehicles/motor homes or travel trailers shall be allowed on said Owner’s Parcel between April 1st and October 31st of each calendar year, after which time they must be removed from the Property or stored on-site within a Declarant approved structure. From November 1st through March 31st, camping trailers, RV/motor homes or travel trailers will only be allowed on a parcel with prior written authorization from the Declarant or the Happy Jack Property Owner’s Association.

9. All dwellings, including recreational vehicles/motor homes, camping trailers, or travel trailers shall discharge waste water into a county-approved septic sewage disposal system to be installed by and at the expense of the Parcel Owner.

10. No structure, excluding fencing, shall be located less than 50 feet from any Parcel’s property lines. Livestock buildings, corrals and outbuildings associated with the raising and boarding of livestock shall not be located within 100 feet from any Parcel’s property lines. In no event shall a structure be placed or erected on any easement that is reserved by Declarant for pedestrian - equestrian access or the preservation of wildlife migration corridors.

11. No motor vehicle (including boats, snowmobiles and motorcycles), which is under repair or not in operating condition, shall be placed or permitted to remain on any roadway or Parcel, unless, if located on a Parcel, it is within the confines of an enclosed garage or other enclosed structure.
12. Parcel Owners shall comply with current fuels reduction and fire prevention plans adopted by the Coconino National Forest, Coconino County and the State of Arizona. Pertinent information, such as the Community Wildfire Protection Plan – Blue Ridge Area and Mogollon Rim Ranger District of Coconino National Forest and Living With Wildfire – Homeowner’s Firewise Guide to Arizona are available on-line and from the Coconino National Forest Supervisor’s Office in Flagstaff, Mogollon Rim Ranger District in Happy Jack, Coconino County Emergency Management in Flagstaff, and the Arizona Department of Forestry and Fire Management in Phoenix. No deadwood, either on the ground or standing, including ornamental deadwood, shall be permitted to accumulate on any Parcel. No tree with a diameter of three inches or less shall be allowed under the canopy of a larger tree. No pine needles shall be allowed to accumulate within 30 feet of any residence or any structures that are combustible.

13. Clear cutting of trees on any parcel is prohibited. Removal of existing trees shall be kept to a minimum and confined to approved construction areas only; except for diseased trees or trees creating a safety hazard. The removal of trees with trunks in excess of 6 inches in diameter shall require prior written approval of the Association, which shall not be unreasonably withheld. The natural vegetation should be preserved as much as possible with the intent of promoting a healthy, diverse multi-aged forest with moderate open areas and grouped/clumpy vegetation areas mirroring historic growth patterns. Oak trees and snags, standing dead trees, provide valuable habitat for woodland wildlife and are limited and their removal is discouraged. Driveway construction shall require prior Association review and written approval of the corridor design, including the delineation of those trees identified for removal.

14. All fireplace chimneys and outlets from stoves, heating appliances and outside fire-boxes must be protected from the emission of sparks or embers by capping or screening. No outdoor fire of any kind is permitted at any time for any reason with the exceptions of outdoor fireplaces, food cooking facilities and campfires. All outdoor fires must be confined to a fireplace, barbeque type container, or within fire rings. Campfires must be contained within a fire ring built in compliance with the Home Fire Ring standards hereby attached (see attached Exhibit B). In addition, all outdoor campfires must comply with the applicable campfire ring enclosure rules, regulations, restrictions and guidelines adopted by the Coconino National Forest. Outdoor campfires must be continuously attended until thoroughly extinguished and contained. No campfires are permitted during dry or windy conditions or when the region is subject to agency-mandated fire restrictions.

15. All property owners shall be enrolled in an annual fire service subscription in agreement with a Fire District, including Volunteer Fire Districts, offering to provide fire response service to the property. The annual subscription fee shall be set by the Fire District and said fee shall be included in the annual assessed Association fee and paid by the Association to the Fire District on the property owner’s behalf. At such a time as the property is included within the defined boundaries of a Fire District, and said District fees are collected through the property tax base or otherwise, fees assessed and collected through the Association for fire coverage shall cease.
16. No noxious or offensive activities shall be conducted on any Parcel nor shall any materials be placed, utilized or stored on any Parcel that would be deemed an annoyance or nuisance by neighboring Parcel Owners. The discharge of firearms shall be considered a nuisance and strictly prohibited. No Parcel shall be used as a dumping ground for rubbish.

17. All fencing must be constructed of new materials. No fencing shall be allowed within any easement as illustrated on the Recorded Plat. Parcel owners wishing to fence the boundary of their property shall use wildlife friendly fencing. The fence shall be a maximum of 42 inches in height from grade to the top, have a 20-inch minimum gap from the ground to the first wire, a 12-inch minimum gap from the top to second from the top strand, and have smooth wire on the top and bottom strands. Areas used for dog runs and similar facilities up to 1,200 square feet in area, or any areas used for equestrian purposes or to contain horses, shall be exempt from this requirement.

18. Notwithstanding the above restrictions, Declarant or Declarant’s agent, while selling and/or improving the Property, may install such signs and maintain such sales offices and other facilities necessary, in its sole discretion, to conduct its business operation, free of the limitations herein imposed.

19. In addition to the provisions of this Declaration, the Property shall be subject to all codes, regulations and processes of Coconino County, Arizona, as from time to time enacted, repealed or amended.

20. All uses and building activities are subject to regulations and building codes of the Coconino County Development and Community Services Department. Prior to installation, all on-site wastewater disposal systems shall be subject to review and approval by the Coconino Department of Environmental Health.

21. All outside lighting must be indirect and low intensity, non- colored lighting. All lighting must be down directed.

ARTICLE III

Enforcement

1. The Association shall have the standing and power to enforce the provisions of this Declaration and Articles and the provisions of any other recorded document pertaining to any Parcel or Parcels, and its costs in doing so, including, but not limited to, reasonable attorney’s fees, together with interest thereon from the date the cost are expended at a rate equal to fifteen (15%) per annum, shall constitute a lien on all Parcels owned by the Owner or Owners against whom the action is taken, which lien shall have the priority and may be enforced in the manner described in this Declaration. In addition, any Owner or Owners shall have the standing and power to enforce the provisions of this Declaration and the Articles, and the prevailing party or parties in any action (including reasonable attorneys’ fees), together with interest thereon at the rate of fifteen percent (15%) per annum; and shall further be entitled to have all such costs (including such interest) included in any judgment awarded to the prevailing party or parties in such action. Failure by the
Association or by any Owner to take any such enforcement action shall in no event be deemed a waiver of the right to so thereafter.

ARTICLE IV

Variances

1. Declarant, its successor or designee shall have the right, at its discretion, to allow for variances in those cases where strict enforcement of one or more of the Restrictions of this Declaration would cause undue hardship to a Parcel Owner.

ARTICLE VI

Common Area & Roads

1. The common area, referenced as “Exception 1” in aforementioned Record of Survey (Exhibit A), shall be deeded to the Association and may include a convenience water well and garbage collection facility, which shall be maintained by and for the exclusive benefit of the Parcel Owners.

2. Those designated interior roadways, including that portion of Forest Road 122, extending across the Property, and any common areas as shown on the Record of Survey (Exhibit A), shall be maintained by and for the benefit and use of all parcel owners, while allowing for unfettered access by those traversing the Property on Forest Road 122. Each owner is deemed to covenant and agrees to pay the annual Association road maintenance assessment (which includes winter snow plowing when maintenance funds and plow operator availability allows) and special assessments for capital improvements. As provided for in Article I, paragraph 4, regular and special assessments may be set by the Association. The initial assessment shall be $1,000 (unless pro-rated as shown in Article I, paragraph 6 herein). The amount of the annual assessment and any special assessments shall be determined by the Association Board. The annual and special assessments shall be a lien on each parcel. Each such assessment, together with interest, any late penalty, costs and reasonable attorney’s fees, shall be the personal obligation of the person who was the owner at the time the assessment(s) was levied. The personal obligation for delinquent assessments shall not pass to its successors in title, however, the obligation to pay the same shall be a lien on the parcel and must be cleared prior to any future sale of the parcel.

ARTICLE VII

Term and Amendment

1. The foregoing Restrictions shall run with the land and shall be binding upon all persons having an interest in owning any of said parcels until January 1, 2035, at which time said Restrictions shall be automatically extended for successive periods of ten years, unless by a majority of the then owners, including any purchasers under contracts, of the parcels, it is agreed to modify or terminate said Restrictions in whole or in part. At any time while
these Restrictions are in force and effect, they may be amended in writing and duly recorded by the then owners, including any purchasers under contracts, of 75% of the parcels affected by these Restrictions. Any amendment to the covenants, conditions, and restrictions shall require the written consent of the Declarant, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, CLEAR CREEK 820, LLC, an Arizona limited liability company, has executed this Declaration of Covenants, Conditions and Restrictions effective as of the date set forth above.

CLEAR CREEK 820, LLC,
an Arizona limited liability company

By: ______________________________
Vincent S. Watts, Manager

By: ______________________________
Richard D. Schust, Manager

State of Arizona  )
) ss.
County of Maricopa  )

On this ______ day of ________, 2018 before me, the undersigned Notary Public, personally appeared Vincent S. Watts, as Manager of Clear Creek 820, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

In witness whereof I herewith set my hand and official seal.

____________________________________
Notary Public

State of Arizona     )
) ss.
County of Maricopa   )

On this ______ day of __________, 20____ before me, the undersigned Notary Public, personally appeared Richard D. Schust, as Manager of Clear Creek 820, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

In witness whereof I herewith set my hand and official seal.

____________________________________
Notary Public
EXHIBIT "B"

HOME FIRE RING STANDARDS

Proper Outdoor Campfire Ring/Enclosure Design

Minimum Standards For A Safe Recreation/ Home Site Fire Ring
-Enclosure must be made from steel or non-combustible material. Must be solid structure or screened with 1/8" steel mesh.
-Standard ring size—max 36" diameter, between 7 3/8" and 18" high.
-Dig the pit down to mineral soil.
-Backfill with Cement (4 inches thick, minimum)
-Put a 1 1/2 foot radius of rock/gravel around the ring.
-Have a 10 foot radius area free of combustible material around the ring.
-Remove branches and other overhead fuels 10 feet vertically above the ring.
-Enclosure/ring must be 25' from all structures.
-Enclosure/ring must be maintained and cleaned out after each use.

Campfire facts and Safety Tips

Thank you for helping keep our forests green by taking the time to ensure your campfire ring is safe. Did you know that 45% of all wildfires are caused by human carelessness? Every year we respond to numerous abandoned campfires! We need your help to reduce that number significantly.

To properly extinguish your campfire, follow these easy instructions:
1. Drown fire thoroughly with water.
2. Stir until cold
3. Drown fire again and stir.
4. NEVER leave fires unattended until completely extinguished.

When a fire is lit:
- Keep 5 gallons of water and a shovel on site.
- Keep fire less than 3 feet in height and diameter.

Fire Safety and Common Sense
- Light fires on your property, or with landowner permission
- Do not light a campfire or burn an open fire when the wind is strong.
- Do not light a campfire or open fire when fire danger is too high (See next page).
- Use a screen over and around your fire.

ALL CAMPFIRE USE IS REGULATED BY THE CURRENT COCONINO NATIONAL FOREST CAMPFIRE RESTRICTIONS – SUBJECT TO CHANGE DAILY –
February 11, 2018

HAPPY JACK LODGE
c/o Michael Mongini
302 N Verde St
Flagstaff, Az 86001

Mr. Zachary Schwartz
Senior Planner
Coconino County
Community Development
2500 Fort Valley Road, #1
Flagstaff, AZ 86002

Re: Emergency Access

Dear Mr. Schwartz:

Please accept this letter as confirmation that, in the event of an emergency, Clear Creek 820, LLC, its successors and assigns and emergency response personnel, are authorized to traverse the northern reaches of our property as a secondary route on established roadways to and from the subject property (see attached Record of Survey) and Lake Mary Road (Forest Highway 3). To the best of our knowledge, said corridors have been constructed in such a manner as to accommodate standard emergency (i.e. medical and fire) vehicles.

Thank you for your attention to this matter. If you have any questions, please contact us.

Sincerely,

Michael Mongini
928-699-4381
Clear Creek 820 Zone Change
ZC-18-009

Board of Supervisors Hearing
May 21, 2019
Owner/Applicant: Clear Creek 820, LLC - Phoenix, AZ

Property Location: Adjacent to and surrounding Happy Jack Lodge

Zoning: OS (Open Space)

Property Size: 425.6 Acres
Request

- A Zone Change from the Open Space (OS) to General (G) Zone

- Open Space (OS) Zone - Little to no development permissible

- General (G) Zone - Allows for one primary home per 10 acres and agricultural uses
Subject Property and Surrounding Land Uses

Subject Property
- Undeveloped except for primitive, historic roads
- Includes mature, old growth vegetation, steep slopes, and water features

Surrounding Land Uses
- Coconino National Forest (OS) and Happy Jack Lodge (RC Zone)
Property History

Originally USFS Property
- Became private in 2007

1920s-1960s
- Last Chance Mine
  - Manganese ore extraction

1980s
- Lumber extraction

Result
- Primitive roads were created
- Mining caused contamination that was remediated
  - Recent environmental surveys found no toxic substances
Property History (cont.)

USFS land until exchange in 2007

- Applicant’s former property along Clear Creek was traded for subject property
- Required NEPA process - EA
  - More environmentally sensitive value on former land, still there is some on subject property
Iron Mine Draw with backfilled area to the right of the wash. View facing northwest

Forest Service Road 122 crossing Iron Mine Draw. View facing west.
Stock tank located in the SE ¼ of the project parcel. View facing north.
Water retained from Iron Mine Draw. View facing south

Reclaimed area in the west-central section of the parcel. View facing east.
Citizen Participation Plan

Notification Area
- 2 miles: 20 neighbors notified

Meeting- December 15, 2018
- 6 neighbors attended
- Applicant indicates no concerns
Applicant’s proposal

Unsubdivided Lands/‘Ranchette’ Development

- Ten 36+ acre tracts
- Split is outside of County Jurisdiction (no Land Division or Subdivision case)
- Does require Public Report and easement dedication
- On-site water and waste water

How this may develop in the long run

- Future tract owners can split down to minimum zoning (10 acre minimum)
- What would begin as 10 ‘tracts’ could eventually become 40 parcels
- With the proposed G zone, each parcel would be a home site
Acreages:

1- 45.65
2- 40.52
3- 40.66
4- 44.69
5- 43.35
6- 43.77
7- 40.15
8- 45.45
9- 41.26
10- 40.10

Exception- 0.50 ac
Findings required for a Zone Change

1. That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.

2. That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare.

3. That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.
Conditional zone change, as recommended by P&Z:

- Requires a phase 1 hydrology study
  - 100-year floodplain drainage easement
  - Also serves as wildlife corridor
- Slope easements on 25% & greater slopes
- Emergency access and services
- Consult with AZG&F
- Road performance standards
- CC&Rs – road maintenance & wildlife friendly fencing
Roadways

Addressed in Conditions 3, 4f, 11

- Primarily reuse of existing mining/logging roads
- Privately dedicated and maintained
- 66’ wide easement on FS 122
- 60’ wide easement for other roadways
- Design approvable by performance standard to carry 42,000 GVW
IMPROVEMENT PHASING

By applicant

By future land division applicant
Emergency Access/Fire

Two Ingress/Egress points

- Agreement with Happy Jack Lodge for emergency ingress/egress across the northern portion

Fire

- Property was thinned prior to applicant’s acquisition
- Applicant proposes many firewise methods within CC&Rs
- Applicant to annex into Blue Ridge Fire District or Forest Lakes Fire District
Recommendation

- The P&Z Commission was able to make the Findings with conditions.
- If the Board of Supervisors can make the Findings, the Commission recommends approval of ZC-18-009 subject to the 11 conditions of the P&Z recommendation resolution.
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Public Hearing, consideration and possible adoption of Ordinance 2019-03, approving a zone change from RS-4 (Residential Single-Family, four acre minimum parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel size) on a 8.23 acres in Kachina Village; the property is located at 2861 and 2875 Kona Trail and is further identified as Assessor’s Parcel Numbers 116-17-007 and 116-17-008; the applicant is Michael Bode of Tempe, AZ.

RECOMMENDED MOTION:

Adopt Ordinance 2019-03, approving a zone change from RS-4 (Residential Single-Family, four acre minimum parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel size) on a 8.23 acres in Kachina Village; the property is located at 2861 and 2875 Kona Trail and is further identified as Assessor’s Parcel Numbers 116-17-007 and 116-17-008; the applicant is Michael Bode of Tempe, AZ.

BACKGROUND:

The owner purchased the north parcel in 2017 and the south parcel in 2018. In the immediate future, the owner intends to split off an existing residence on the south property and retain the remaining portion of the south property as a separate parcel, with a contiguous natural area across the north and south parcel to be preserved by the owner. In the longe term, the proposal shows a total of five parcels over two phases. The five parcels could be achieved through the Lot Split Process.

ALTERNATIVES:

Deny the application.

FISCAL IMPACT:

None.
SUMMARY:

NOTHING

ATTACHMENTS:

1 - Staff Report
2 - ORDINANCE 2019-03
3 - EXECUTIVE SUMMARY
4 - PPT
5 - EMAIL FROM APPLICANT
ORDINANCE NO. 2019-03

AN ORDINANCE OF THE COCONINO COUNTY
BOARD OF SUPERVISORS, ARIZONA, APPROVING A ZONE CHANGE FROM
THE RS-4 (RESIDENTIAL SINGLE-FAMILY, FOUR ACRE MINIMUM
PARCEL SIZE) ZONE to the RS-1 (RESIDENTIAL SINGLE-FAMILY,
ONE ACRE MINIMUM PARCEL SIZE) ZONE

WHEREAS, the subject property consists of two parcels totaling 8.23 acres, located at
2861 and 2875 Kona Trail in Kachina Village and are identified as Assessor’s Parcel Numbers
116-17-007 and 116-17-008; and

WHEREAS, a Zone Change was initiated by the property owner, Michael Bode (Case
No. ZC-18-011) to change the Zoning from the RS-4 (Residential Single-Family, four acre
minimum parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel
size) Zone; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on
March 27, 2018 and recommended approval of the Zone Change on a vote of 7-0; and

WHEREAS, the Board of Supervisors has held a public hearing on May 21, 2019; and

WHEREAS, the Board of Supervisors has determined that the findings of fact necessary
for approval of a Zone Change from the RS-4 (Residential Single-Family, four acre minimum
parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel size) Zone,
as stipulated in the Coconino County Zoning Ordinance Section 5.12.B.7.a, have been met;

NOW THEREFORE BE IT ORDAINED by the Coconino County Board of
Supervisors that the Zone Change from the RS-4 (Residential Single-Family, four acre minimum
parcel size) Zone to the RS-1 (Residential Single-Family, one acre minimum parcel size) Zone
for the property as described above is hereby APPROVED with the following conditions:

1. The subject properties shall be annexed into the Highlands Fire District prior to approval
   of a land division permit.

2. Prior to further development of the site, a land division permit shall be completed and
   recorded with a survey that shows the easement that runs near the west property line of
   the south property as being dedicated for access and utilities. This easement shall have a
   minimum width of 30 feet, and after 150 feet of length will have a turnaround with a 25-
   foot radius.

3. Prior to further development of the site, a traffic impact statement shall be provided and
   an all-weather road within the access and utility easement shall be developed as

Ordinance 2019-03 Page 1 of 2 Approved May 21, 2019
permitted by the Engineering Division.

4. A topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created and recorded on deed on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as an undisturbed natural area for the purposes of protecting the natural features onsite and the adjacent perennial water source; no livestock will be allowed in this area.

5. Prior to issuance of a building permit on any new parcel created from the subject properties, said new parcel shall connect to the Kachina Village Improvement District (KVID) water and wastewater systems unless an onsite wastewater system is approved by the Environmental Quality Division and the Arizona Department of Environmental Quality (ADEQ), as applicable.

Passed and adopted this 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

COCONINO COUNTY BOARD OF SUPERVISORS

______________________________
Art Babbott, Chairman
Coconino County Board of Supervisors

(SEAL)

ATTEST:                     APPROVED AS TO FORM

______________________________  By: ________________________________
Clerk of the Board                     Deputy County Attorney

Ordinance 2019-03                          Page 2 of 2                          Approved May 21, 2019
Executive Summary

Location: 2861 and 2875 Kona Trail, also identified as APNs # 116-17-007 and 116-17-008

Current Zoning: RS-4 (Residential Single-Family, 4-acre minimum lot size)

Proposed Zoning: RS-1 (Residential Single-Family, 1-acre minimum lot size)

Parcel/Site Size: 8.23 acres total

Proposed Use: Residential

Supervisor District: 3 (Matt Ryan)

Applicant/Owner: Michael Bode, Tempe, AZ

Project/Development Description: A request for a Zone Change from the RS-4 Zone to the RS-1 Zone on two parcels in Kachina Village totaling 8.23 acres. Two phases of land divisions are proposed per the attached site plan. Phase 1 splits off an existing residence on the southern parcel.

Subject Properties

- Two parcels totaling 8.23 acres, each developed with a single-family dwelling
- Relatively flat at the west
- Mature vegetation (ponderosa pine and oak), thicker in some areas (creating wildlife habitat); the owner trims lower branches off of pine trees near the residences
- Steep slopes (exceeding 35% in some areas) at east side of both properties and north side of north property
- A 30’ access and utility easement exists along west side of southern parcel
- Just offsite, Pipeline Spring runs at the bottom of the slope parallel to a KVID sewer pipe
Background

The subject properties are located within an area of RS-4 zoning that includes one other RS-4-zoned property (the owner of which opted not to participate in this zone change request), with an RS-3 zoned property to the east. The site is otherwise surrounded by higher density (RS-6,000) residential development.

There have been two other zone change cases associated with this property, one in 1989 for RS-6,000 that was denied, and another in 1991 (ZC-91-11) that granted a zone change from General to RS-4. The main concerns of the public at that time were: a) loss of open space; b) the availability of only four hookups to the community water and sewer system; and c) the need for...
emergency access and annexation into the fire district. A 30’ access and utility easement runs along the western side of the southern parcel, a portion of which is paved, per an approved land division permit (LDP-94-189).

The owner purchased the north property in 2017 and the south property in 2018. The Arizona Department of Real Estate (AZDRE) allows an owner to split their land into up to five parcels (meeting the minimum lot size and other standards for the zone) with a simple land division permit. Each parcel being considered for this zone change request could be split into four parcels if a 1-acre minimum lot size is approved, totaling eight potential parcels.

In the future, the remaining portion of the south property and the north property could be split into four parcels per the submitted site plan (Exhibit 1), however the owner does not desire further development of the remaining property. The proposal shows a total of five parcels over two phases. The immediate desire of the owner is to split off the existing residence on the south property and retain the remaining portion of the south property as a separate parcel, with a contiguous natural area across the north and south parcel to be preserved by the owner for his enjoyment.

**Public Participation**

The applicant has submitted a Citizen Participation Report (Exhibit 2) that indicates a neighborhood meeting was held on November 26, 2018 on the subject property. Property owners (44 total) within 300 feet of the subject property were invited to the meeting. Seven people provided input; there was one request to utilize the access easement via their rear yard and another from the Summit Fire District to annex. The applicant has stated that the fire district annexation process has been initiated. A few neighbors that border the subject properties to the west have expressed concern about additional housing being built and their desire to retain the existing open space and preserve their views.

**Findings of Fact required to approve a Zone Change**

1. That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.
2. That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare.
3. That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

**Analysis**

These parcels are located off an existing County-maintained road (Kona Trail). A 30’ access easement (from Kona Trail to serve the proposed parcels) is proposed per the submitted site plan.
plan, along with an emergency vehicle turnaround after 150’ with a 25’ radius. The easement is currently developed with a portion of concrete where it meets Kona Trail, and otherwise is a dirt path leading back to the northern parcel; it was originally recorded as part of a land division in 1994.

At this time, the Kachina Village Improvement District (KVID) has indicated that, pending successful applications and annexation into the district, there is capacity to hook up 3-6 additional homes per the requested zoning. If and when the time comes to develop and KVID denies the applications to annex the proposed new lots, onsite wastewater systems are subject to approval by the Environmental Quality Division and the Arizona Department of Environmental Quality (ADEQ). Alternative septic systems are available that can be installed that take up a relatively small amount of space and prevent effluent from being released if necessary.

The steep slope at the east portion of the properties is not conducive to development, and Pipeline Spring is located just offsite at the northwest corner of the north parcel. Seeps drain into this perennial spring from the lower eastern hillside of the subject properties, and this natural area serves as wildlife habitat for small mammals and birds. Policies within the Comprehensive Plan, Regional Plan, and Area Plan support conserving the steep slope for various reasons related to protection of soils, habitat, and watersheds, as well as Firewise practices. An increased northern and eastern setback is recommended to guide future development of the subject parcels so as to protect the slope and spring/seeps, which feed into the Pumphouse Meadow wetlands. This area is the headwaters of Oak Creek.

The property is designated by the Flagstaff Regional Plan 2030 as Suburban – Existing, which has a density range of 2 to 13 units per acre. Rezoning to RS-6,000 (a density of 7 units per acre) would be consistent with the Regional Plan as well as the surrounding properties. The Comprehensive Plan encourages development in areas with existing infrastructure, and compatibility with existing neighborhoods is encouraged within the Kachina Village Area Plan. The requested zone change to RS-1 represents an increase in density, though still less than the density of RS-6,000 per the guiding documents cited above. Because of the natural constraints related to the perennial spring and the slope of the land, the proposed minimum one-acre lots may be an appropriate request. The applicant has submitted a site plan (Exhibit 1) proposing that five parcels could be created on the site where two currently exist.

Staff does not recommend limiting the number of parcels beyond what would be provided by the approved zoning. If RS-1, there is potential for 8 parcels.

**Surrounding Land Uses**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Residential</td>
</tr>
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</table>

Board of Supervisors Meeting
May 21, 2019
### Compliance with the Comprehensive Plan

<table>
<thead>
<tr>
<th>General Land Use: Residential</th>
</tr>
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</table>
| **Natural Environment Goal:** Protect soil resources and improve soil conservation practices.  
**Policy 29:** The review process for subdivision and other development proposals shall consider mitigation measures for drainage, erosion, sedimentation, and related issues with regards to the soil type, substrate, and slope. |

| **Land Use and Growth Goal:** Concentrate development near existing infrastructure and services while conserving ecosystems and landscapes. **Policy 50:** The County strongly supports compact infill development in existing urban, suburban, and rural activity centers before outlying and more remote lands are considered for development. |

### Compliance with the Kachina Village Area Plan

| Environmentally-Sensitive Lands Goal: Preserve and enhance the natural qualities of environmentally-sensitive lands. **Policy NE2:** Development projects shall be designed to minimize the alteration of natural landforms and avoid disturbance of distinctive natural features. **Policy NE3:** Development proposals and other land management activities shall be assessed in a landscape context, particularly with respect to potential effects on downstream ecosystems in Pumphouse Wash and Oak Creek. **Policy NE4:** The County promotes the use of all available mechanisms for the preservation of environmentally-sensitive lands, including but not limited to public acquisition, conservation easements, or cluster development with open space designations. |

| Surface-Water Resources Goal: Protect, preserve, and restore the rare high elevation wetlands and springs of the Pumphouse watershed. **Policy WR8:** Protection of surface water resources shall be a factor in the consideration for approval of new development proposals. |

| Residential Development Goal: Ensure a range of housing alternatives for a diverse population. **Policy LU4:** New residential subdivisions shall include building lots that are comparable in size to the established development pattern of Kachina Village. |

| Infill and Redevelopment Goal: Promote infill and redevelopment projects as preferred methods of accommodating future growth while revitalizing established neighborhoods and containing sprawl. **Policy FG2:** Infill and redevelopment shall be compatible with the scale and character of surrounding neighborhoods. |

### Conditions as proposed by the Planning and Zoning Commission

Board of Supervisors Meeting  
May 21, 2019
1. The subject properties shall be annexed into the Highlands Fire District prior to approval of a land division permit.

2. Prior to further development of the site, a land division permit shall be completed and recorded with a survey that shows the easement that runs near the west property line of the south property as being dedicated for access and utilities. This easement shall have a minimum width of 30 feet, and after 150 feet of length will have a turnaround with a 25-foot radius.

3. Prior to further development of the site, a traffic impact statement shall be provided and an all-weather road within the access and utility easement shall be developed as permitted by the Engineering Division.

4. A topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created and recorded on deed on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as an undisturbed natural area, for the purposes of protecting the natural features onsite and the adjacent perennial water source, no livestock will be allowed in this area.

5. Prior to issuance of a building permit on any new parcel created from the subject properties, said new parcel shall connect to the Kachina Village Improvement District (KVID) water and wastewater systems unless an onsite wastewater system is approved by the Environmental Quality Division and the Arizona Department of Environmental Quality (ADEQ), as applicable.

Recommendation

The Planning and Zoning Commission recommends the Board of Supervisors approve ZC-18-011 with the five (5) conditions as shown above, which were modified from the original staff report.

Attachments

Exhibit 1: Submitted Site Plan
Exhibit 2: Citizen Participation Plan and Report

Report of the Planning and Zoning Commission
Case ZC-18-011

Board of Supervisors Meeting
May 21, 2019
Planning and Zoning Commission Actions Summary

Motion: Commissioner Best moved to approve Case No. ZC-18-011 with the five (5) conditions as written by staff, with a modification to Condition #4. Commissioner Ruggles seconded the Motion. The motion was approved 7-0.

Commissioners Present: Don Walters-Chairman, Tammy Ontiveros-Vice Chair, Sat Best, Jim Clifford, John Ruggles, Tyanna Burton, and Mary Williams

Commissioners absent: Ray Mayer

Meeting of March 27, 2019 Case Summary

Ms. Davis summarized the staff report along with a PowerPoint Presentation. Staff’s original recommended Condition #4 read as follows: “Prior to initiating building permits for future residences or structures, a topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as a no-build area for the purposes of protecting the natural features onsite and the adjacent perennial water source.”

Commissioner Ontiveros referred to condition number four, asking if the entire spring channel is in the sloped area. Ms. Davis replied that the spring channel is actually off the sight. Staff thought that looking at all the slopes, going down to an 18% or greater would be the best wording for that condition. Commissioner Ontiveros asked if the condition backs the development up a sufficient amount away from the springs. Mr. Carr replied that the condition number four does protect the County, by the way it is written and by providing the survey which will identify exactly where the springs are. Ms. Davis stated that she walked the spring area with a representative from the Springs Stewardship Institute who helped point out the channel. He also looked at the condition as written and stated that it will protect the spring and the slopes.

Commissioner Best stated that he did visit the site, is the spring located on the map provided. He stated that with condition number four, they need to make sure someone doesn’t corral the area and place horses. Condition number four should be a natural undisturbed area. Commissioner Best asked if the easement would get recorded on the deed. Chairman Walters replied that it has been delineated with the slope protections, the spring is at the bottom of the slope protections. Ms. Davis replied that if and when a development proposal comes through a building permit, staff will then need to refer to this survey and zone change case to ensure whatever is being proposed would not be built within that area. She stated that in regard to animal keeping rights, if horses where to be kept in that area they are allowed to wander but the structure would need to be built out of the slope. Commissioner Best stated that with
condition number four, strike the first sentence, it should be done with or without the residences. Condition number four will state “a topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created and recorded on the deed, on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as an undisturbed natural area, for the purposes of protecting the natural features onsite and the adjacent perennial water source, no livestock shall be allowed in this area”.

Staff and the Commissioner discussed what kind of animals they did not want going across the spring. Ms. DeBoard stated that she understands where Commissioner Best is coming from and suggested adding from domesticated animals to the condition but there will be challenges on this type of restriction. Generally, with a recorded easement, such as; a recorded slope, may come to the attention to the department through a building permit. The department can decline to allow the structure to be built in the easement, just keeping animals would be more challenging to enforce and may not come to the attention of a department.

Chairman Walters asked if this area can be designated as a Riparian Habitat. Ms. DeBoard asked the Chairman how that would be accomplished. Chairman Walters stated that he has bought property that has had that designation on them but does not know the process. Ms. DeBoard stated that is a process she is not familiar with but would do the research if the Commission would like to continue the case to review that option. Chairman Walters stated that the area is sensitive, and the Commission needs to find a perpetuity solution to protect it. Ms. Davis stated that currently there is not protection and currently the applicant or future owners can keep horses and let them run all over the land. This zone change is an opportunity to provide protection that is not there currently, the applicant can speak to what he is willing to do.

There were no further questions for staff; the floor was opened to the applicant for comment.

Mr. Bode, 1901 E Carver Rd. Tempe, Arizona he stated that he bought the property in 2017, so no one can develop on it. He explained that he does not want to put horses on the property, he only wants to split and sell the front 0.9 acres with the houses on it. The applicant claims there is a 25-foot utility easement right next to Pump House Wash which is adjacent to his northern property, and KVID has a twelve-inch steel sewer pipe which has some of it running in the wash. He stated that whole area is big granite boulders with a steep slope and there are no intentions for development in that area. The springs are adjacent to his property and run into the Pump House Wash. Mr. Bode stated that he “would sign anything to protect that area,” as he loves to walk his dogs in the area. Commissioner Ontiveros asked if he agreed with the new wording of condition number four. The Commission and Mr. Bode discussed if the wording should change from domesticated animals to livestock; he would like to be able to still walk his dog on the property but does not intend to have horses.

Commissioner Best suggested Mr. Bode contact an organization to protect the Conservation aspects of the property and own the easement. Chairman Walters asked Ms. DeBoard how you
protect a sensitive area when you have a utility easement running through it. Ms. DeBoard replied that with utility easements, it is to allow utility providers to lay lines and access and repair/replace those as needed. If that interferes with the protection of the area, they would be in conflict, but it depends on the exact placement of the lines and the scope of the utility. Commissioner Ontiveros stated that staff talked with Larry Stevens from the Springs Stewardship Institute who reviewed condition number four and stated that he approved it and thinks it protects the area.

Chairman Walters asked Mr. Bode if he has read the staff report and agrees with it. Mr. Bode replied that he only wants to do Phase One of the splits, and he has already been approved by Highland Fire District. He stated that he has done a survey on the property with the house but will not be doing anything else on the other pieces of the parcel, asking “can the other surveys be done at another time?” Mr. McNeely explained that how the initial draft of the four conditions are written, it will not be triggered until a building permit process is started, and this will not protect the property from putting horses on it. Tying the other actions to the future lot splits of the northern portion of the property - that is when there is potential of development.

Commissioner Best stated that it should all be done now, due to at some point the property could be transferred to another owner. Mr. McNeely explained that the conditions run with the land, and explained the conditions to the applicant. Commissioner Ontiveros clarified that condition number four is the only one that needs the change to be done now, two and three can be triggered by future lot splits.

There were no questions for the applicant and no public to comment on this case; the floor was opened to the Commission for discussion.

Commissioner Best stated that condition #4 should state “A topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created and recorded on deed on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as an undisturbed natural area, for the purposes of protecting the natural features onsite and the adjacent perennial water source; no livestock will be allowed in this area”.

Commissioner Ruggles stated that he concurs with Commissioner Best on condition #4, as this will serve the purpose of the applicant and Commission. He can make the findings to support this recommendation. Commissioner Williams stated that she agrees with conditions. Commissioners Clifford and Burton stated that they can make the findings to support.

Commissioner Ontiveros stated that she agrees with the modification to condition number four, this is going to help the applicant accomplish what he needs while helping the Commission protect the springs. She can make the findings to support the recommendation.
Mr. McNeely clarified that condition #4 is now triggered by this zone change, and not any future development.

**Exhibit 1 – Submitted Site Plan**

![Submitted Site Plan]

**Exhibit 2 – Citizen Participation Plan and Report**

Board of Supervisors Meeting
May 21, 2019
Owner: Michael Bode, Tempe, AZ
Applicant: Stephen Palmer, Flagstaff, AZ

Location: 2861 & 2875 Kona Trail, or APNs # 116-17-007 & 116-17-008

Zoning: RS-4 (Residential Single-Family with 4-acre minimum parcel size)
Requested Zoning: RS-1 (Residential Single-Family with 1-acre minimum parcel size)

Parcel Size: 8.23 acres total
A Zone Change from RS-4 (four-acre minimum parcel size) to RS-1 (one-acre minimum parcel size) to allow the property to be split in two phases.

The owner wishes to split the southern residence with one acre of property and does not have other plans for development or splits at this time.
Site Plan

Phase 1 splits lower parcel from 1 into 2
Vicinity Map
Aerial Photo
Subject Properties

- Two parcels totaling 8.23 acres, each developed with a single-family dwelling

- Relatively flat at the west, with mature vegetation (ponderosa pine and oak), and steep slopes running along the northern and eastern boundaries of site

- A 30’ access and utility easement exists along west side of southern parcel
Background

- 2 previous zone change cases:
  - 1989 from General to RS-6,000 – denied
  - 1991 from General to RS-4 – approved

- Owner desires to split off portion of south property including existing residence – this is proposed Phase 1.

- No other splits or development is proposed at this time.
Looking north from Kona Trail along existing easement
Looking at northern residence from existing easement
Pipeline Spring headwaters with seeps on lower hillside
Photos

Steep eastern slope (>35% in areas)
Steep slope on north parcel (west-east panoramic)
Photos
Public Participation

- 44 property owners within 300 feet were invited to a Neighborhood Meeting held on 11/26/18

- 7 people provided input:
  - Annex into fire district – process has been initiated
  - Retain existing forest and open space on properties

- Staff has received 7 letters opposing the application and expressing concerns about disruption of views and additional traffic.
Findings for a Zone Change

1. Change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.

2. Change is in the interest of or will further the public health, safety, comfort, convenience and welfare.

3. Change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.
Staff can make all 3 Findings of Fact and recommends approval.

Staff analysis:

• Access and Utilities
• Preservation of Environmentally-Sensitive Features
• Infill and Density
• *Zoning Ordinance, Coconino County Comprehensive Plan, Kachina Village Area Plan, and Flagstaff Regional Plan*
Access and Utilities

- **Zoning Ordinance**
  - 30-foot wide Access Easement
  - 25-foot radius turnaround if over 150 feet in length

- **Kachina Village Area Plan**
  - Wastewater system improvement costs are borne by developer
  - Adequate service and infrastructure exists or will be provided by developer
Site Plan

Existing 30’ access easement off Kona Trail
Preservation of Environmentally-Sensitive Features

- **Comprehensive Plan**
  - Development proposals shall mitigate soil erosion and protect slopes.

- **Flagstaff Regional Plan 2030**
  - Conserve natural topography by building to grade rather than grading to build.
Slope Information

blue-hatched area depicts slopes ~18 to 20%

red-hatched area depicts slopes ~30 to 35%

For reference, south property line is ~465 ft

Topographic Map depicting the slope of the subject properties
Preservation of Environmentally-Sensitive Features

- **Kachina Village Area Plan**
  - Avoid natural hazards and ensure emergency response access and evacuation.
  - Construction on steep slopes must be appropriately engineered.
  - Development proposals shall minimize alteration of natural landforms and features.
  - Minimize effects on downstream ecosystems in Pumphouse Wash and Oak Creek.
  - County promotes use of mechanisms to preserve environmentally-sensitive lands.
  - Protect surface water in the Pumphouse watershed.
Preservation of Environmentally-Sensitive Features

Flagstaff Regional Plan map showing slopes and a spring/seep at northwest corner of the site.
Infill and Density

- **Comprehensive Plan**
  - County supports compact infill development near existing infrastructure and services while conserving ecosystems and landscapes.

- **Flagstaff Regional Plan 2030**
  - Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods.
  - Encourage compact development principles to achieve efficiencies and open space preservation.

- **Kachina Village Area Plan**
  - Infill and redevelopment shall be compatible with the scale and character of surrounding neighborhoods.
Vicinity Map
The Planning and Zoning Commission recommends the Board approve the application with the five conditions as stated in Ordinance 2019-03.
1. The subject properties shall be annexed into the Highlands Fire District prior to approval of a land division permit.

2. Prior to further development of the site, a land division permit shall be completed and recorded with a survey that shows the easement that runs near the west property line of the south property as being dedicated for access and utilities. This easement shall have a minimum width of 30 feet, and after 150 feet of length will have a turnaround with a 25-foot radius.

3. Prior to further development of the site, a traffic impact statement shall be provided and an all-weather road within the access and utility easement shall be developed as permitted by the Engineering Division.
4. A topographic survey shall be performed by an Arizona Registered Land Surveyor. A slope easement shall be created and recorded on deed on the subject parcels on any portion of land with a slope equal to or greater than 18% and within 100 feet of the identified spring channel. The slope easement shall serve as an undisturbed natural area, for the purposes of protecting the natural features onsite and the adjacent perennial water source; no livestock will be allowed in this area.

5. Prior to issuance of a building permit on any new parcel created from the subject properties, said new parcel shall connect to the Kachina Village Improvement District (KVID) water and wastewater systems unless an onsite wastewater system is approved by the Environmental Quality Division and the Arizona Department of Environmental Quality (ADEQ), as applicable.
Questions?
Hi Mike,

Thank you for your e-mail and we will include this with the Board packet. You will be invited to speak at the hearing as well.

Jess McNeely, Planning manager, will be giving the staff presentation that evening (May 21 at 6pm), and I have copied him on this response so that he can include this documentation with the packet.

Again, please let me know if you have any questions. Best,

Rachel Davis
Planner

Coconino County Community Development
2500 N. Fort Valley Road, Building 1
Flagstaff, AZ 86001-1287
Phone: 928-679-8895
Fax: 928-679-8851
rdavis@coconino.az.gov
www.coconino.az.gov

* Please consider the environment before printing this e-mail. *

From: Mike Bode <mbode@castlesteelinc.com>
Sent: Wednesday, May 08, 2019 3:18 PM
To: Davis, Rachel <rdavis@coconino.az.gov>
Subject: Kona Property

Rachel let me know if this works.

1. I purchase the property at 2861 Kona Trail 2 years ago, the property at 2875 Kona Trail was purchase because I didn’t want it to be developed, it’s a beautiful piece of property that my family and I want to clean up trim the trees rake up the pine needles for fire prevention and walk around and enjoy it, not develop. All I am requesting is to split of the house with .9 acres that has been there for 20 years I am not changing the rest of the property. I am not impacting Kachina Village and resources for water, sewer, electric, traffic, fire department etc.

2. The objective of the zoning change is to only sell the .9 acres at 2875 Kona Trail.

3. I have already completed the survey of the .9 acres at 2875 Kona Trail.

4. As far as the requirement to do a topographic survey along property boarding pump house wash I don’t see the need to have that done. I have no problem agreeing to a no build zone as
County requested, what is the purpose of the survey? The .9 acres I want to sell is quit a distance from the property I want to sell.

5. I request that the County changes the requirement to survey all 8 lots and the topographic survey, I only want to split the .9 acres on Kona Trail. I have no plans now or in the future to sell/split the remaining property. If in the future someone wants to split the 7 remaining lots they can do the survey at that time.

Thanks

Mike Bode
Castle Steel Inc
3828 N. 35th Ave
Phoenix, AZ 85017
Office: (602)243-2766
Fax: (602)243-7746
Mobile: (602)757-7710
www.castlesteelinc.com
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Public hearing, consideration and possible adoption of Ordinance 2019-04, approving a zone change from G (General, 10 acre minimum parcel size) to CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) on a 1.47 acre parcel in Forest Lakes; the property is located on Wild Rose Trail and is further identified as parcel number 403-34-001W; the applicant is Ryan Keller, Heber, Arizona.

RECOMMENDED MOTION:

Adopt Ordinance 2019-04, approving a zone change from G (General, 10 acre minimum parcel size) to CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) on a 1.47 acre parcel in Forest Lakes; the property is located on Wild Rose Trail and is further identified as parcel number 403-34-001W; the applicant is Ryan Keller, Heber, Arizona.

BACKGROUND:

The subject parcel is vacant, immediately to the west is a commercial parcel with a convenience store and current conditional use permits for game meat processing, an RV Park, RV storage area, cell tower, as well as fuel island. The subject parcel is otherwise surrounded by G-zoned parcels, some of which are developed with residences.

ALTERNATIVES:

Deny the application.

FISCAL IMPACT:

None.
SUMMARY:

On March 27, 2019 the Planning and Zoning Commission was able to make the required findings for a zone change and recommend the Board of Supervisors approve ZC-19-001, there are no associated conditions of approval for the zone change request. The Planning and Zoning Commission was also able to make the required findings to approve a conditional use permit on this site for a 31-space recreational vehicle storage business subject to the nine conditions found in the attached Executive Summary.

ATTACHMENTS:

1 – Staff Report
2 – Ordinance
3 – Executive Summary
4 – P&Z CUP Resolution
5 - PowerPoint
ORDINANCE NO. 2019-04

AN ORDINANCE OF THE COCONINO COUNTY
BOARD OF SUPERVISORS APPROVING A ZONE CHANGE FROM THE G
(GENERAL, 10 ACRE MINIMUM PARCEL SIZE) ZONE to the CH-10,000
(COMMERCIAL HEAVY, 10,000 SQ. FT. MINIMUM PARCEL SIZE) ZONE

WHEREAS, the subject property is located at 1183 Wild Rose Trail in Forest Lakes and is identified as Assessor’s Parcel Numbers 403-34-001W. The parcel is currently in the G (General, ten acre minimum parcel size) Zone; and

WHEREAS, a Zone Change was initiated by the property owner, Ryan Keller (Case No. ZC-19-001) to change the Zoning from the G (General, 10 acre minimum parcel size) Zone to the CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) Zone; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on March 27, 2019 and recommended approval of the Zone Change on a vote of 7-0; and

WHEREAS, the Board of Supervisors has held a public hearing on May 21, 2019; and

WHEREAS, the Board of Supervisors has determined that the findings of fact necessary for approval of a Zone Change from the G (General, 10 acre minimum parcel size) Zone to the CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) Zone as stipulated in the Coconino County Zoning Ordinance Section 5.12.B.7.a, have been met;

NOW THEREFORE BE IT ORDAINED by the Coconino County Board of Supervisors that the Zone Change from the G (General, 10 acre minimum parcel size) Zone to the CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) Zone for the property as described above is hereby APPROVED.

Passed and adopted this 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

__________________________________
Art Babbott, Chairman
Coconino County Board of Supervisors

ATTEST:                          APPROVED AS TO FORM

__________________________________  By: ________________________________
Clerk of the Board                Deputy County Attorney
Executive Summary

Location: 1183 Wild Rose Trail, Forest Lakes, AZ; APN# 403-34-001W
Current Zoning: G (General – 10-acre minimum lot size)
Requested Zoning: CH-10,000 (Commercial Heavy – 10,000-square foot minimum lot size)
Requested Conditional Use: Recreational Vehicle Storage
Supervisor District: 4 (Jim Parks)
Applicant: Ryan Keller, Heber, Arizona
Owner: Ryan D. and Lonna D. Keller Revocable Trust

Project/Development Description: A request for a Zone Change from the G (General, 10-acre minimum parcel size) Zone to the CH-10,000 (Commercial Heavy, 10,000 sq. ft. minimum parcel size) Zone on a 1.47-acre parcel in Forest Lakes, Arizona.

Subject Property

- 1.47 acres in the General Zone adjacent Highway 260 in Forest Lakes
- Vacant and relatively flat with mature vegetation (predominantly ponderosa pine)
Background

From the Coconino County Comprehensive Plan, “The Forest Lakes area consists of the 11-unit Forest Lakes Estates subdivision located in the southeast corner of the county in the area once known as [Merzville]. The subdivision has 975 lots platted between 1965 and 1970, with a majority of the subdivision under one acre minimum residential zoning and commercially-zoned properties along Highway [260]. Commercial uses in the area include RV parks, a restaurant, a convenience store and gas station, and rental cabins oriented to recreational activities. Historically, the area consisted of travel trailers and modest site-built cabins for summer use by Phoenix area residents.”

The subject parcel is vacant, with a 6’-wide utility easement (underground electric) running along the southern portion of the west property line that is noted within the submitted site plan (see Exhibit 1). Immediately to the west is a commercial parcel (Case #ZC-79-007 changed the zoning from General to Commercial) with a convenience store and current conditional use permits for game meat processing, an RV Park, RV storage area, cell tower, as well as fuel island. The subject parcel is otherwise surrounded by G-zoned parcels, some of which are developed with residences.

Public Participation

Board of Supervisors Meeting
May 21, 2019
The applicant held a Neighborhood Meeting on the subject property on October 20, 2018 at 10:00am, having invited neighbors within 1,000 feet of the property. Four neighbors provided input, with concerns centering around increased traffic on Wild Rose Trail and screening/safety. In response to the concerns, the applicant modified the site plan to have a single driveway, which was relocated to the west side of the property away from the residences, and is including additional fencing for screening, containment of trash, and keeping animals and people on the subject property from trespassing onto the neighboring residential lots.

**Findings of Fact required to approve a Zone Change**

1. That the change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.
2. That the change is in the interest of or will further the public health, safety, comfort, convenience and welfare.
3. That the change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

**Analysis**

The proposed zone change and use are consistent with the Community Character and Land Use and Growth goals and policies of the Comprehensive Plan. The subject property is adjacent to an existing commercial property and activity center.

**Associated Conditional Use Permit**

A conditional use permit for a 31-space recreational vehicle storage business on the subject property was approved by the Planning and Zoning Commission on March 27, 2019, subject to the following nine (9) conditions:

1. The proposed conditional use may commence pending approval of Case #ZC-19-001 by the Coconino County Board of Supervisors and in accordance with any approved conditions.
2. The facilities shall be operated and maintained as approved by the Planning and Zoning Commission in accordance with the approved site plan and landscaping plan. Any substantial modifications or expansions shall be subject to further approval by the Planning and Zoning Commission.
3. The RV storage facility shall be accessed by patrons from 7am to 9pm only. No activities that generate any noise audible off the property shall be conducted at any time.
4. The applicant shall provide a waste receptacle as approved by the Community
Development Director. It shall be set back a minimum of 20 feet from any non-commercial zone boundary. This area shall be maintained in a neat and sanitary condition.

5. The all-weather driving and parking areas shall be maintained. A paving waiver is granted for the driving and parking surfaces onsite.

6. The applicant shall obtain a Traffic Impact Statement sealed by a licensed Professional Engineer. The applicant shall modify the site plan, if necessary, in accordance with the Traffic Impact Statement and shall make all on and off-site infrastructure improvements as required by the Traffic Impact Statement. Substantial changes to the submitted site plan will require approval of a modified Conditional Use Permit by the Planning and Zoning Commission.

7. The conditional use permit shall be valid for five (5) years and is subject to application for renewal on or before March 27, 2024.

8. Noncompliance with any of the above conditions shall be cause for review by the Planning and Zoning Commission and possible revocation of the use permit.

9. The applicant shall add an eight foot fence or as approved by the Community Development Director.

### Surrounding Land Uses

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### Compliance with the Comprehensive Plan

*Community Character Goal:* Support the development of concentrated commercial and community land uses that meet residents’ needs.

- **Policy #9:** The concentration of commercial, public, and semipublic uses in an activity center is desirable and encouraged.
- **Policy #10:** Improvements to circulation infrastructure in activity centers shall reflect the scale and character of the surrounding neighborhoods and provide for multimodal...
opportunities.

**Land Use and Growth Goal:** Ensure that commercial development is well designed and appropriately located within communities and activity centers.

- **Policy #25:** Commercial development projects shall be located and designed in a manner that is compatible with the character of the area in which the project is proposed.
- **Policy #29:** In reviewing the environmental impacts of a proposal, the County will require development projects to demonstrate sensitivity to the natural and cultural environment including preservation of views, trees, and native vegetation; consideration of wildlife; preservation of dark skies; and conservation of water resources.
- **Policy #31:** Where new commercial development projects are proposed adjacent to residential areas, connectivity shall be provided while efforts to mitigate sound, smell, and unsightly views shall be required.
- **Policy #32:** Rezoning to commercial shall be consistent with applicable planning documents, and zone changes shall be conditioned based on specific site plans and for specific uses.

**Recommendation**

The Planning and Zoning Commission recommends the Board of Supervisors approve ZC-19-001. There are no associated conditions of approval for the zone change request.

**Attachments**

Exhibit 1: Submitted Site Plan

**Report of the Planning and Zoning Commission - Case ZC-19-001**

**Planning and Zoning Commission Actions Summary**

**Motion:** Commissioner Ontiveros moved to recommend approval of Case No. ZC-19-001 to the Board of Supervisors. Commissioner Ruggles seconded the Motion. The motion was approved 7-0.

**Commissioners Present:** Don Walters-Chairman, Tammy Ontiveros-Vice Chair, Sat Best, Jim Clifford, John Ruggles, Tyanna Burton, and Mary Williams
Commissioners absent: Ray Mayer

Meeting of March 27, 2019 Case Summary

Ms. Davis summarized the staff report along with a PowerPoint presentation. There was discussion of the necessity for a bear-proof waste receptacle on the property, as well as concerns about traffic patterns on Wild Rose Trail. A concerned neighbor spoke about the desire for privacy, and a condition for an 8-foot tall fence was suggested, as well as limiting operating hours each day.

Exhibit 1 – Submitted Site Plan

Board of Supervisors Meeting
May 21, 2019
A RESOLUTION OF THE
COCONINO COUNTY
PLANNING AND ZONING COMMISSION

GRANTING A CONDITIONAL USE PERMIT

Case Description: A Conditional Use Permit for a recreational vehicle storage business.

The Planning and Zoning Commission of Coconino County does resolve as follows:

SECTION 1: The Planning and Zoning Commission does hereby find and determine that an application was duly initiated by Ryan Keller (Case No. CUP-19-006), with respect to the real property described as follows:

a 1.47 acre parcel. The subject property is located at 1183 Wild Rose Trail in Forest Lakes and is identified as Assessor’s Parcel Numbers 403-34-001W.

Requesting a Conditional Use Permit for a recreational vehicle storage business that a hearing was duly set for Wednesday, March 27th, 2019 at 5:30 P.M. in the Board of Supervisors' Meeting Room, County Administrative Center, 219 East Cherry Street, Flagstaff, Arizona; and a notice of the date, time, place and purpose of aforesaid hearing was posted in the area; that a hearing was duly held at aforementioned time and place.

SECTION 2: The Planning and Zoning Commission further finds and determines that facts DO exist as required in the Coconino County Zoning Ordinance justifying the granting of a Conditional Use Permit Case No. CUP-19-006.

SECTION 3: Based on the aforementioned findings, the Commission hereby GRANTS with respect to the property described in Section No. 1 above, a Conditional Use Permit subject to the following conditions:

1. The proposed conditional use may commence pending approval of Case #ZC-19-001 by the Coconino County Board of Supervisors and in accordance with any approved conditions.

2. The facilities shall be operated and maintained as approved by the Planning and Zoning Commission in accordance with the approved site plan and landscaping plan. Any substantial modifications or expansions shall be subject to further approval by the Planning and Zoning Commission.

3. The RV storage facility shall be accessed by patrons from 7am to 9pm only. No activities that generate any noise audible off the property shall be conducted at any time.

4. Provide a waste receptacle as approved by the Community Development Director. This area shall be maintained in a neat and sanitary condition in order to safeguard the
health, safety and general welfare of adjacent properties.

5. The all-weather driving and parking areas shall be maintained. A paving waiver is granted for the driving and parking surfaces onsite.

6. The applicant shall obtain a Traffic Impact Statement sealed by a licensed Professional Engineer. The applicant shall modify the site plan, if necessary, in accordance with the Traffic Impact Statement and shall make all on and off-site infrastructure improvements as required by the Traffic Impact Statement. Substantial changes to the submitted site plan will require approval of a modified Conditional Use Permit by the Planning and Zoning Commission.

7. The Conditional Use Permit shall be valid for five (5) years and is subject to application for renewal on or before March 27, 2024.

8. Noncompliance with any of the above conditions shall be cause for review by the Planning and Zoning Commission and possible revocation of the use permit.

9. The applicant shall add an eight-foot fence or as approved by the Community Development Director

SECTION 4: This action shall become final fifteen (15) days after the date of adoption of this Resolution unless during that time a written appeal is taken to the Coconino County Board of Supervisors.

SECTION 5: The Secretary shall certify to the adoption of this Resolution and shall transmit a copy to the applicant(s).

ADOPTED and APPROVED this 27th day of March, 2019.

______________________________
Chairperson, Coconino County Planning and Zoning Commission

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning and Zoning Commission of Coconino County at a regular meeting thereof held the 27th day of March, 2019, by the following vote of the Commission:

AYES: Walters, Ontiveros, Best, Burton, Clifford, Ruggles, Williams

NOES: None

ABSTENTIONS: None

ABSENT: Mayer
Secretary, Coconino County
Planning and Zoning Commission
Keller Zone Change
ZC-19-001

Board of Supervisors Meeting
May 21, 2019
Application

Owner: Ryan D. & Lonna D. Keller Revocable Trust
Applicant: Ryan Keller of Heber, AZ

Location: 1183 Wild Rose Trail, Forest Lakes, AZ; APN# 403-34-001W

Current Zoning: G (General – 10-acre min lot size)
Requested Zoning: CH-10,000 (Commercial Heavy – 10,000-square foot minimum lot size)

Parcel Size: 1.47 acres
A Zone Change from the G (General, 10 acre minimum parcel size) Zone to the CH-10,000 (Commercial General, 10,000 square foot minimum parcel size) Zone.

An associated Conditional Use Permit for RV Storage was approved by the Planning and Zoning Commission.
Subject Property

- 1.47 acres in the General Zone adjacent Highway 260 in Forest Lakes

- Vacant and relatively flat with mature vegetation (predominantly ponderosa pine)
### Surrounding Land Uses

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Background and Proposal

- Parcel to the west had a zone change to commercial approved in 1979; current uses include RV park, RV storage, gas station
- Adjacent Highway 260
- CUP for 31-space RV storage lot; seasonal; existing vegetation to be kept where possible; fence separating residential lots
Mature vegetation on site; close to highway
Public Participation

- Property owners within 1,000 feet were invited to a Neighborhood Meeting held on 10/20/18

- 4 people provided input, resulting in a modified site plan:
  - Screening and safety
  - Increased traffic on Wild Rose Trail

- Staff has received 1 letter opposing the application and expressing concerns about disruption of views, additional traffic and road wear-and-tear, and property values
Site Plan

Natural Vegetation:
RV Storage Spaces:
Driveways:

Notes:
No signage proposed,
No structures proposed,
No lighting proposed,
No grading proposed.

Topographic Information;
High point: 7579 feet
Low point: 7564 feet
Delta: 15 feet
Slope: max. 3.3%

Elev. 7579
Elev. 7564
Elev. 7572
Elev. 7579
Elev. 7572

North
Perspective Site Plan
Findings for a Zone Change

1. Change is consistent with the goals, objectives and policies of the Comprehensive Plan and this Ordinance.

2. Change is in the interest of or will further the public health, safety, comfort, convenience and welfare.

3. Change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.
Comprehensive Plan Analysis

- **Community Character Goal:** Support the development of concentrated commercial and community land uses that meet residents’ needs.

- **Land Use and Growth Goal:** Ensure that commercial development is well designed and appropriately located within communities and activity centers.
Recommendations

The Planning and Zoning Commission recommends the Board approve the application per Ordinance 2019-04.

Questions?
DATE: May 15, 2019

TO: Honorable Chair and Members of the Board

FROM: Jay Christelman, Community Development Director

SUBJECT: Public Hearing, consideration and possible adoption of Ordinance 2019-06, approving and adopting the updated Subdivision Ordinance.

RECOMMENDED MOTION:

Adopt Ordinance 2019-06, approving and adopting the new Subdivision Ordinance.

BACKGROUND:

Community Development Staff, with the assistance of a consultant, completed a draft update to the County Subdivision Ordinance. This two-year project had significant effort from a citizen advisory group, the Planning and Zoning Commission and the Board of Supervisors through Work Sessions. The Subdivision Ordinance update was initiated to address the goals of the Comprehensive Plan with the concept of Integrated Conservation Design, this process encourages conservation areas and protects Environmentally Sensitive Features. Community Development Staff incorporated input from the public, designers, development professionals, policy stakeholders and other County departments in drafting this updated Subdivision Ordinance.

ALTERNATIVES:

Deny the recommended approval from the Planning and Zoning Commission.

FISCAL IMPACT:

None.

SUMMARY:

NOTHING
ATTACHMENTS:

1 - Staff Report
2 - ORDINANCE 2019-06
3 - EXECUTIVE SUMMARY
4 – Powerpoint
ORDINANCE NO. 2019-06

AN ORDINANCE OF THE COCONINO COUNTY
BOARD OF SUPERVISORS, ARIZONA, REPEALING THE SUBDIVISION
ORDINANCE AS ADOPTED BY THE BOARD OF SUPERVISORS ON MAY 3,
1982 AND ADOPTING A NEW SUBDIVISION ORDINANCE FOR COCONINO
COUNTY

WHEREAS, Arizona Revised Statutes Section 11-821 authorizes the Board of
Supervisors to adopt regulations governing the subdivision of lands; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public
hearing on March 27, 2019 to review and discuss a new Subdivision Ordinance; and

WHEREAS, the Planning and Zoning Commission recommended to the Board of
Supervisors that the new Subdivision Ordinance be adopted for application throughout
Coconino County.

NOW THEREFORE BE IT ORDAINED by the Coconino County Board of
Supervisors that a new Subdivision Ordinance be adopted by title of said ordinance to
read as follows:

COCONINO COUNTY
SUBDIVISION ORDINANCE

This Ordinance is adopted pursuant to the authority contained in the Arizona
Revised Statutes (A.R.S.) §11-821 et. seq or any successor statute thereof and shall
govern the division and platting of land pursuant thereto. This authority includes actions
to address unusual topographical or other exceptional conditions including the presence
of Environmentally Sensitive Features. The Coconino County Subdivision Ordinance is
a necessary and integral set of procedures and requirements developed in conjunction
with the Zoning Ordinance, and necessary for the implementation of the County
Comprehensive Plan.

PASSED AND ADOPTED this 21st day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:
Background and Summary
Community Development Staff, with the assistance of a consultant, completed a draft update to the County Subdivision Ordinance. This two-year project had significant effort from a citizen advisory group including local design and development professionals and Planning and Zoning Commissioners. The Subdivision Ordinance update was initiated to address the goals of the Comprehensive Plan with the concept of Integrated Conservation Design, this process encourages conservation areas and protects Environmentally Sensitive Features. The Subdivision Ordinance update objectives include the goal of incentivizing planned subdivisions and thereby avoiding wildcat parcel splitting. Objectives also include increased flexibility and clarifications for plat amendments, adjustments, phased development and vested rights. The draft Subdivision Ordinance requires fire wise design and weed mitigation and includes clarifications on development agreements and financial assurances, including warranties. Staff coordinated the draft with the Engineering Design and Construction Manual (EDCM) update managed by County Public Works.

Staff conducted a series of Work Sessions with the Board of Supervisors and Study Sessions with the Planning and Zoning Commission on the draft Subdivision Ordinance, all sessions were noticed and open to the public. Staff did a press release notifying the public that the draft Subdivision Ordinance was available at the County website for review and feedback. This press release also advertised a public open house which gathered feedback. Staff reached out directly to design, development and policy stakeholders for input. The combined outreach efforts resulted in positive feedback and significant input.

Below is a listing of the chapters, chapter headings and subsections. Following each chapter’s list of subsections are modifications made to the draft ordinance based on Board and Commission input and recommendations from the County Attorney’s Office, Treasurer’s Office, local engineering and development professionals, local housing professionals and the general public.

<table>
<thead>
<tr>
<th>Chapter 1</th>
<th>Title, Authority and Purpose</th>
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<tbody>
<tr>
<td>Section 1.1</td>
<td>Short Title</td>
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<td>Section 1.2</td>
<td>Authority and Applicability</td>
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<td>Section 1.3</td>
<td>Purpose and Intent</td>
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<td>Section 1.4</td>
<td>Figures, Tables, Maps, Glossary and Appendices</td>
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<tr>
<td>Section 1.5</td>
<td>Conformance with the Comprehensive Plan</td>
</tr>
</tbody>
</table>
Modifications based on Board, Commission and outreach input:

Section 1.2.A.1. Reference the presence of Environmentally Sensitive Features as exceptional conditions.
Section 1.3.A.3 and 7. Ensure accessibility and connectivity for the public to public lands.

Chapter 2 Administration

Section 2.1 Responsibilities
Section 2.2 Modifications and Waivers
Section 2.3 Prohibition of Circumvention
Section 2.4 Conflicting Provisions
Section 2.5 Enforcement and Penalties
Section 2.6 Severability
Section 2.7 Filing Fees

Modifications based on Board, Commission and outreach input:

Section 2.2.C. Clarified waiver criteria.
Section 2.2.D. Modification of Waivers to be consistent with the EDCM.
Section 2.4.B. The Board may grant extensions to a preliminary plat beyond 18 months to file a final plat.

Chapter 3 Subdivision Types

Section 3.1 Purpose and Principles
Section 3.2 Conventional Types of Subdivisions and Densities
Section 3.3 Conservation and Cluster Subdivisions
Section 3.4 Opportunities for Density Bonuses

Modifications based on Board, Commission and outreach input:

Section 3.1.B.1.b. Added minimizing impact to native plants and soils, and solar orientation as considerations for housing sites.
Section 3.2. Added paragraph D requiring paved roads for all subdivision types except rural subdivisions.
Section 3.4. Reduced the number of items that qualify for a bonus and assigned percentages, limiting bonus percentage to a maximum of 25%.
Section 3.4. Modified the method of ensuring the future of designated Workforce Housing lots.
Section 3.4. Made density bonus available to conventional subdivisions.

Chapter 4 Preliminary Plat Procedures and Requirements

Section 4.1 Overview of Subdivision Process
Section 4.2 Pre-Application Meeting
Section 4.3 Initial Preliminary Plat Application
Section 4.5 Preliminary Plat Resubmittal and Meetings.
Section 4.6 Preliminary Plat Approval

Modifications based on Board, Commission and outreach input:

Section 4.1.A. Added Development Agreements to the flow chart.
Section 4.2.C. Sketch plan to include information on environmentally sensitive features.

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Section 4.3.C.5. Added additional technical methods for surveying conditions.
Section 4.5.B. Citizen Participation Plan added.
Section 4.6.A.2. Expiration of Approval, extension of time may be approved by the Board.

Chapter 5  Final Plat Procedures and Requirements
Section 5.1 Improvement Plans and Final Plat Procedures
Section 5.2 Development Options
Section 5.3 Submittal Requirements
Section 5.4 Final Plat Form and Content
Section 5.5 Final Plat Approval Process

Modifications based on Board, Commission and outreach input:
Section 5.3. Added Development Agreements as a submittal requirement if applicable.
Section 5.3.A.2. Covenants, Conditions & Restrictions are not required.
Section 5.3.A.5. Clarified applicant’s engineer’s cost estimate is required for assurances, to be approved by the County Engineer.
Section 5.4.D.3.e. Clarified a note requirement if no community water system is provided and individual on-site drinking water tanks may be used.
Section 5.5.B.3. Clarified that outstanding taxes and special assessments are paid to the Treasurer.

Chapter 6  Administrative and Minor Processes
Section 6.1 Overview of Administrative Process
Section 6.2 Land Divisions
Section 6.3 Minor Subdivision
Section 6.4 Modifications to Final Platted Subdivision
Section 6.5 Abandonment of Recorded Subdivision
Section 6.6 Condominium Conversions

Modifications based on Board, Commission and outreach input:
Minor modifications throughout for clarity and ensuring consistency with the EDCM.
Section 6.2. Land Divisions retitled from Minor Land Split for clarity and universally replaced throughout this chapter.
Section 6.2.C.2. Removed reference to environmentally sensitive features for administrative land divisions.
Section 6.2.D. Removed technical review committee input for administrative land divisions.
Section 6.3.F.2. Minor Subdivision, qualified undue impacts to environmentally sensitive features.
Section 6.4.B.1. Modifications to Final Platted Subdivisions, clarified more than ten.

Chapter 7  Design Standards
Section 7.1 General Requirements
Section 7.2 Open Space and Landscape Standards
Section 7.3 Fire Wise Design
Section 7.4 Access Requirements
Section 7.5 Street Location and Arrangement
Section 7.6 Street Design Standards

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Section 7.7   Block Planning
Section 7.8   Lot Planning
Section 7.9   Easement Planning
Section 7.10  Street Naming
Section 7.11  Drainage
Section 7.12  Sanitary Sewage Disposal
Section 7.13  Water System
Section 7.14  Public Utilities

Modifications based on Board, Commission and outreach input:
- Minor modifications throughout for clarity and ensuring consistency with the EDCM.
- Section 7.2.B.4.b. Open Space and Landscape Standards, added reference to other plans and requirement to not restrict public access.
- Section 7.2.C.2. Include advisory signs where roads affect wildlife corridors.
- Section 7.3.D. Fire district or association, changed language to encourage rather than require.
- Section 7.4.A. Access Requirement, increased number of lots to require two access point and made waivable.
- Section 7.6. Several edits to be consistent with the EDCM.
- Section 7.6.A.4. Street Design Standards, removed accessibility through association’s covenants, conditions, and restrictions.
- Section 7.6.F. Clarified that driveways need to be capable of supporting emergency equipment.
- Section 7.6.G. Simplified the need for a multi-use path.
- Section 7.6.I. Specifies sidewalks will be privately maintained although the County remains liable for improvements within County right-of-way.
- Section 7.6.K. Street Grade requirements may be waived by the Board.
- Section 7.7. Eliminated the maximum block length.
- Section 7.12.A, B, C. Replaced septic with wastewater and changed to may be required.
- Section 7.13.A.3. Clarifies that haul-water tanks can be found acceptable by the Board with fire district approval.
- Section 7.13.B. Water System, refer to applicable fire districts for fire protection requirements.

Chapter 8   Improvement Information & Construction Requirements
Section 8.1  Improvement Plans & Reports — Preliminary Plat Stage
Section 8.2  Improvement Plans & Reports — Final Plat Stage
Section 8.3  Review Process
Section 8.4  Developer Responsibilities.
Section 8.5  Financial Assurances
Section 8.6  Assurances of Construction.
Section 8.7  Deferred Improvement Agreements
Section 8.8  Construction and Inspection
Section 8.9  Subdivision Improvement Acceptance.

Modifications based on Board, Commission and outreach input:
- Minor modifications throughout for clarity and ensuring consistency with the EDCM.
- Section 8.5.C.1.d and Section 8.6.A.3. Ties construction schedules to assurances, allowing the County to require new construction estimates if schedules are extended.

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Section 8.5.C.1.h. Gives the county authority to use a 3rd party engineer to verify the applicant’s cost estimate at the applicant’s expense. 
Section 8.9.E.1 and 2 Warranty period is after completion of improvements before County acceptance in accordance with ARS 11-822.

Glossary
Modifications based on Board, Commission and outreach input:
- Added Rock Outcrops to the definition of Environmentally Sensitive Features with a sub-definition from the Conservation Study Forum.
- Modified the definition of Workforce housing to be more inclusive.
- Modified the definition of “Moderate Income”.
- Added definition of the EDCM and coordinated the definition of Multi-use Path with the EDCM.

Conclusion and Recommendation:
A full copy of the draft Subdivision Ordinance is available for review at the County web site http://www.coconino.az.gov/622/Planning-and-Zoning. A public hearing before the Board of Supervisors is available to allow members of the public to comment on the draft Subdivision Ordinance. The Planning and Zoning Commission, at their March 27th, 2019 public hearing found the draft Subdivision Ordinance to be consistent with the Coconino County Comprehensive Plan and voted to recommend approval and adoption of the draft Subdivision Ordinance to the Board of Supervisors.

Respectfully submitted,

Jess McNeely, AICP  
Assistant Director / Planning and Zoning Manager

May 21, 2019
Subdivision Ordinance
recommendation for adoption

Board of Supervisors Public Hearing
May 21, 2019
Subdivision Ordinance Update Process

- Existing Subdivision Ordinance – adopted in ‘82, replaced ‘74 edition
- 2+ year process, initiated following adoption of the updated Comprehensive Plan in 2015
- Consultant assisted (also assisted with Comprehensive Plan)
- Updates developed through:
  - Citizen Committee
  - Board of Supervisors Work Sessions
  - Planning and Zoning Commission Study Sessions
  - Public outreach – press release and comments submitted on-line
  - Public open house with “example subdivision” displays
Committee and other Stakeholders

- Members of the citizen committee and other contributing stakeholders included:
  - Subdivision review committee (SRC) participants – APS, USFS, CC Parks and Recreation, Unisource
  - Fire district representatives
  - FMPO
  - Public Works
  - Planning professionals and commissioners
  - County Sustainability
  - AZGF
  - Local builders and design professionals
  - City of Flagstaff staff
  - Local affordable housing experts
Implement the Comprehensive Plan goals and policies – Integrated Conservation Design

Provide for:
- phased development
- vested rights
- plat amendments and adjustments
- Financial assurances and warranties
- Development Agreements

Incentivize planned development to avoid wildcat lot splitting

Coordinate engineering standards with the EDCM
Integrated Conservation Design Process

*Defined environmentally sensitive features*
Updated Concepts

- Allowing greater density by incentivizing:
  - Affordable/workforce housing
  - Open space and connectivity
  - Private roads

- Cluster subdivisions in residential zones by right without requiring a rezone
  - Maximum density cannot be exceeded without meeting density bonus opportunities
  - Area Plan goals will be respected
Updated Concepts

- Existing ordinance has subdivision types A, B, C, and D.
- Updated ordinance has subdivision types:
  - Ranchette/Rural
  - Suburban
  - Urban/Condominium
  - Conservation/cluster
  - Commercial
  - Industrial
- Uses flow charts to represent process steps
- Conservation requirements include:
  - Fire-wise design
  - Weed mitigation
Contents/chapters

- Chapter 1. Title, Authority and Purpose
- Chapter 2. Administration
- Chapter 3. Subdivision Types
- Chapter 4. Preliminary Plat Procedures and Requirements
- Chapter 5. Final Plat Procedures and Requirements
- Chapter 6. Administrative and Minor Processes
- Chapter 7: Design Standards
- Chapter 8: Improvement Information & Construction Requirements
- Glossary of Terms
The Planning and Zoning Commission found the draft Subdivision Ordinance to be consistent with the Coconino County Comprehensive Plan, the Commission recommends approval and adoption of the draft Subdivision Ordinance to the Board of Supervisors through approval and adoption of Ordinance 2019-06.