

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD,
ARIZONA, TO BE HELD NOVEMBER 15, 2022, AT 6:00 PM., AT THE COTTONWOOD
RECREATION CENTER, 150 S. 6TH STREET, COTTONWOOD, AZ.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 3 minute time period.
- VI. APPROVAL OF MINUTES

JOINT WORK SESSION OF SEPTEMBER 13, 2022, AND
REGULAR MEETING OF OCTOBER 18, 2022.

Comments regarding items listed on the agenda are limited to a 3 minute time period per speaker.

- VII. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
 1. SCOPE OF WORK/COST PROPOSAL FROM DIBBLE ENGINEERING FOR TAXIWAY "A" REHABILITATION DESIGN PHASE SERVICES FOR THE COTTONWOOD MUNICIPAL AIRPORT.
 2. PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE COTTONWOOD FIRE DEPARTMENT THROUGH THE COOPERATIVE USE OF THE CITY OF MESA CONTRACT NUMBER 2021069.
 3. PROSECUTION/CODE ENFORCEMENT SERVICES CONTRACT

VIII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.

1. PRESENTATION, PUBLIC HEARING AND DISCUSSION REGARDING THE FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.
2. PROPOSED LETTER TO THE LEGISLATIVE HOUSING SUPPLY STUDY COMMITTEE.
3. ORDINANCE NUMBER 724--ZONE CHANGE FROM R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO PAD (PLANNED AREA DEVELOPMENT) ZONE TO ALLOW 397 MULTI-FAMILY DWELLINGS WITH BUILDINGS UP TO THREE STORIES IN HEIGHT, 19 SINGLE-FAMILY DWELLINGS, MEDICAL OFFICES, AND A THREE-STORY STORAGE FACILITY, ON APPROXIMATELY 30.5 ACRES LOCATED ON THE NORTH AND SOUTH SIDES OF WEST MINGUS AVENUE, WEST OF WILLARD STREET; FIRST READING.
4. RESOLUTION NUMBER 3152--APPROVING A MINOR AMENDMENT TO THE CITY'S GENERAL PLAN, CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 1.7 ACRES OF LAND LOCATED ON THE NORTH SIDE OF BIRCH STREET, APPROXIMATELY 375 FEET EAST OF SOUTH MAIN STREET (1642 AND 1644 E. BIRCH STREET) FROM VLR (VERY LOW DENSITY RESIDENTIAL) TO HR (HIGH DENSITY RESIDENTIAL).
5. ORDINANCE NUMBER 725--ZONE CHANGE FROM AR-20 (AGRICULTURAL RESIDENTIAL) ZONE TO R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE FOR APPROXIMATELY 1.7 ACRES LOCATED 375 FEET EAST OF SOUTH MAIN STREET AND NORTH OF EAST BIRCH STREET (1642 AND 1644 EAST BIRCH STREET); FIRST READING.

IX. CLAIMS AND ADJUSTMENTS

X. ADJOURNMENT

Pursuant to A.R.S. §38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. §38-431.03.(A)(3) and/or A.R.S. §38-431.03(A)(4) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such

recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

MINUTES OF THE JOINT WORK SESSION OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF COTTONWOOD, ARIZONA, HELD SEPTEMBER 13, 2022, AT 6:00 P.M., AT THE COTTONWOOD RECREATION CENTER LOCATED AT 150 SOUTH 6TH STREET, COTTONWOOD, ARIZONA

Mayor Elinski called the meeting to order at 6:00 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Tim Elinski, Mayor
Jackie Nairn, Vice Mayor
Tosca Henry, Council Member
Doug Hulse, Council Member
Helaine Kurot, Council Member
Debbie Wilden, Council Member

COUNCIL MEMBERS ABSENT

Michael Mathews, Council Member

PLANNING & ZONING COMMISSION MEMBERS PRESENT

Randy Garrison, Vice Chairman
James Glascott, Commission Member
Shannon Klinge, Commission Member
Randi Stephens, Commission Member

COMMISSION MEMBERS ABSENT

Lindsay Masten, Chairwoman
Robert Nelson, Commission Member
Kyle Peltz, Commission Member

STAFF MEMBERS PRESENT

Ron Corbin, City Manager
Steve Horton, City Attorney
Tami Mayes, Deputy Clerk
Rudy Rodriguez, Deputy City Manager
Gary Davis, Senior Planner

ITEMS FOR DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF:

DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING THE PROPOSED ROAD DESIGNS FOR THE WESTCOTT DEVELOPMENT PROJECT LOCATED AT THE NORTHEAST CORNER OF CORNVILLE ROAD AND STATE ROUTE 89A (PREVIOUSLY REFERRED TO AS "89 & VINE")

Mr. Sean Walters stated we are working on our master development plan (MDP). We are close to submitting that for the project, and before we did that, what we really wanted to do was be able to come and show you some of the concepts at a little bit higher level than the master development plan. Hopefully, this is an interactive session. We think we're on about our third or fourth iteration of planning for the project. We spent a lot of time working on it and trying to come up with a plan that really celebrates Cottonwood and the values and characteristics of the area. What we want to hear is that we're aligning with the values, and we'd love to get

that feedback before we submit our MDP and process forward. Tonight I'm joined by Joe Pappas with Sunbelt Holdings. He is really our project manager for Westcott. Jon Carlson is with Espiritu Loci. They are a planning entitlement visioning firm, and they have worked on master-planned communities for a couple decades. Tim O'Neill is the expert in the vineyard aspects of the project. I know the staff report talked about roadway sections, and I think that's where our meeting started four or five weeks ago. We'll touch on that a little bit at the end, but what I really want to do is lay more of a broad picture out and get some feedback on that. Sunbelt Holdings has been in Arizona as a development company for 43 years. We've had a large focus on master-planned community development, and we developed a number of projects in Arizona in the Phoenix metro area. About a decade ago, we went down to Tucson and are doing a number of projects in Tucson as well. This is our first venture up north of the metro area. Although the market has kind of helped us recently by slowing down a little bit, we're not in a particular rush. We want to get it right. For us, as we start, the phase will dictate what happens in the future. The master development plan that we're going to submit is designed to have some broad guidelines that allow us to tailor it as we move through the phases to lessons learned, a changing market, and to changing residential product types and materials. We want to build that flexibility into the plan as we go forward, but at the same time give everybody the kind of specificity that you need to review the project on its merits.

Mr. Walters continued his presentation, showing slides of the proposed development and stating I'm sure all of you are much more familiar with the location of the project than I am. It's on the northeast corner of Cornville Road and 89. Being that it's on the eastside of town, it's probably obvious why we called it Westcott, we went through a naming exercise to come up with the name. Previously, it was 89 & Vine, but it was originally part of the Verde Santa Fe masterplan, which is south of Cornville Road. We have a lot of state land around us. We've got the Verde Santa Fe project to the south, and then the Catholic Church site to the west. The concept for the community and the project is one that's designed around open space. It's designed around connectivity and trail systems, pedestrian and bike access. The project is not designed to have the automobile be the predominate form of transportation within the project. In keeping with the character of Cottonwood, we've got some kind of agrarian elements, like the vineyard. We're trying to emphasize and accentuate the natural topographical features that are there, like the channel that runs from up at Bill Gray Road down to Cornville and trying to tie it into the existing open space that's there, and then enhance and create some other amenities and open space within the community. The idea is thoughtful planning, right-sized communities, and right-sized phases so that we can create a really special community. From a land use budget standpoint, we've got just under 700 acres. The property is zoned and approved for 2,050 residential units, commercial property, and open space. Originally, the plan was designed for kind of a power center approach of retail on 89. The power center was a predominant force in the retail world. It is not as much today, so we're looking to downsize that retail to make it more complimentary to what's going on in town and on Main Street, not competitive, and at the same time keeping the open space. What we have done is created some large pockets of open space in areas on the eastside and then down in the southwest, and reserved the tan shaded areas in the project for a variety of residential uses.

Mayor Elinski asked Mr. Walters to speak on what he means by the commercial section, how it is different from what was planned before, and what we can expect to see along that corridor.

Mr. Walters stated the idea was, as opposed to significant acreage early on that was designed for a Target, Walmart, or a supercenter with a lot of associated retail, that's not where the retail market is today. Those uses are already in Cottonwood, and so I don't think there's a need to replicate those out there. We are looking at more scaled down and more neighborhood sized.

Mr. Joe Pappas stated when we're talking about the acreage related to the commercial and what this was previously designed for, this project was approved as a PUD, and I believe it had like 98 acres of commercial allotted to it. There was an amendment to this PAD that was approved administratively that increased that acreage to 117.8 acres of commercial. That's when the power center was envisioned all along the frontage. We since went back to the '98 number and within the 20 percent reduction allowed for a minor amendment, reduced that as much as possible so that we could be more responsive to what we think this community will ultimately need. These acreages that we show are slightly adjusted from the original PUD, but within a minor amendment or administrative approval tolerance.

Mr. Carlson stated these exhibits are basically setting the framework of the MDP and how the rules are applied when development occurs. What you see on the map, the 1.1, the 1.2, and the 1.3, we're referring to those as planning units. It's not a phase of development or a parcel of development, but it's an entire area for future development. What happens in those areas will vary as the market varies.

Mr. Walters stated Sunbelt Holdings' job, as master-planned community developers, is to design the framework, the subdivisions, the lots, the roads, the landscape, and the open space. We ultimately sell lots to homebuilders. We are not a homebuilder, but the homebuilders are our customers. We will basically design and construct everything for the builders to come in and build their lots. The most exciting thing we typically get to do is landscape. The landscape is what everybody remembers and gets to see. What we're looking to do here is to create a series of zones that really celebrate the landscape in Cottonwood. We're not looking to come in and do something that looks out of place or something that you wouldn't find out there today. In fact, a lot of our open space is going to reflect the trees and then the low scrub groundcover that exists out there today. What we'll do then, as we transition into some places which are more active open space for the residents, is we will have enhanced areas with turf and with amenity features, ramadas, and play structures, and things of that nature. Then along the roadways we'll have a little bit more enhanced landscape. What that will do is kind of transition back out into a more natural landscape pallet as we go into the community. Those are some of the larger open spaces that we're showing you there in 4.1 and 2.3. They will have more natural with enhancements in them. The transitional zones will be more along rights-of-way areas and entrances into the neighborhoods. As we get into the neighborhoods themselves, we'll have some more of the enhanced private zone,

and then also the neighborhood parks on a scale that fit the individual parcels within the community.

Mr. Carlson stated the whole plan is to embrace what Mother Nature has already given us, preserving the large open spaces. Where development does occur, how do we recreate the natural environment again? It's not easy to do. It's very challenging and actually takes time to grow in. It's a bit scary upfront, but once it grows in, it is actually fabulous.

Mr. Walters stated hand-in-hand with the landscape goes the connectivity. We want people to not only enjoy looking at the landscape, but also have the opportunity to participate in it and to get out into the open space. We're looking at a community that is not predominately focused on the automobile. Obviously, people have them and you need them to get in and out and around. However, once you get into the community, to have a network of open space and trail systems and parkways that allow you to get around in the community and to go from place to place without needing your automobile, either by walking or biking or some other form of transportation. The idea is to make those connections inviting and interesting, well landscaped and laid out in a manner that creates a sense of discovery as you go through them, and makes people want to get out in the community, whether it's walking the dog or getting around from place to place. By doing that, by executing it at a very high level, it creates that sense of community within the neighborhood.

Mr. Carlson stated the connectivity is experience driven. It's not just based on what I see from the car, but how do I walk across the street, how does my kid get from the front door of my house to the front door of his friend's house, to the community center, and creating an interconnected system that does all that. As you see on the map, there are the red, the blue, and the green roads. Those are for the cars. We know we have to have the cars, but at the same time, there is the regional or community system that is the spine along the blue road; a 12 foot multiuse path, so the kids don't have to ride their bikes on the path; a 6 foot wide DG (decomposed granite) trail on the other side so there is that soft experience. Because development is phased, there isn't a specific set rules of where the next path comes. The rule is that you have to connect to the system, and you can connect directly to the system if you are adjacent to it, or you can connect through a parcel to the system, but making the requirement that the system always keeps on going and always keeps looping. These are three sections. Section A on top is the spine road, the 12 foot multiuse path on one side with the 6 foot DG path on the other side. We have section B, which is a collector road, something that just enters into the community. It's a place that we often find people walking to get to places. We're putting a 6 foot sidewalk on one side, which is a little bit wider than what's normal, to be able to walk the dog side-by-side with another person rather than one person in front of the other. We then get back into the neighborhoods, where section C is illustrated, and that's just a path or trail that leads in and out behind the homes. What we're proposing is to do some trades when we look at the streets, because there's an interconnected pedestrian system throughout. That pedestrian system is really a connection to either the end of a cul-de-sac, at the beginning of the street, or somehow entered and winding through the neighborhood, and taking it off of the street when it's a low traffic street, a neighborhood street, and putting it to where we get to enjoy the landscape.

Mr. Walters stated the third leg of the stool for us in successful community development are the amenity packages that the residents will get to enjoy. We've just highlighted a couple different areas that we're proposing. The first one, The Landing, would be an area in the initial phase that would have a pool, some ramada space, probably some pickleball, some activity space, and a small parking lot adjacent to the first phase. Then, as we got further down into the project, tying into the larger open space on the eastside of the project is The Homestead, where we look at developing a larger amenity package with a lot of open space and different amenities that would really tie into the natural open space of that area. Again, a lot of this is to be still developed, but we're looking for gathering places for the neighbors in the neighborhood, places to come and meet, destinations as they're walking through the community, and places for recreation.

Mr. Walters continued, stating someone did ask me about the commercial, so I will touch on that. This is a draft. It is very conceptual, not to be tied to at this point. I think the concept of what we're looking at is a number of smaller, retail, commercial uses to compliment what is already going on in the City without competing with it. We're looking at initially starting with a multi-purpose building that would serve as a gathering space, initially for the residents, and also look at working with a retailer to provide some level of service in the community. As the community grows and develops, there will be the ability to add additional uses there, whether it is retail or commercial, hospitality, whatever those may be, they would fill in in the space. The building that has the Westcott on it would be designed for some sort of retail, potentially, but also information, a community center with lots of open space and lawn around it for gathering, and serving as an entry focal point to the community. As additional needs developed, we would look at adding on through the construction, likely, of additional buildings on the site.

Mayor Elinski stated this is all along the 89A corridor. The different amenities you have planned for the interior, The Landing and The Homestead, did you anticipate there would be private retail uses available in there, or is this all to be part of the master development and people pay fees to support the amenities in those areas?

Mr. Walters stated more of the latter. Not retail in those specific areas, but that those would be owned and operated by the homeowners' association. Those would be association amenities within the community.

Mayor Elinski asked if those would not be open to the general public.

Mr. Walters stated correct.

Mr. Carlson stated but the area like that behind you would be.

Mr. Walters stated a project of this magnitude we envision happening over a number of years with a number of different phases. What we are showing on this exhibit is a rough, graphical representations of where those phases would be. Initially, we're looking to start off at 89A at Bill Gray. I think the MDP will call this out, but we'd like the ability to make adjustments in the

phases, kind of market-driven. Essentially, we would move through the project to the south and wrap up down on Cornville Road in a phasing step way. That's why it's so critical with a master development plan, that we have guidelines in place that are specific to the community, but that are also broad enough to give us latitude to adjust for different product as it comes through. In the course of a project like this, the market will shift and adapt, and we'll want to make changes within that scope without needing to necessarily come back every time to get amendments to the documentation.

Mr. Pappas stated what we are ultimately providing the City is master plan reports that justify the infrastructure requirements for the entire development. As we come in with our phased approach, we submit detailed basis of design reports, or something like that, that would show how the next phase of the development would be going in in compliance with the master plan reports that were previously approved through the MDP process. To date, I just want to make sure everybody is aware that we've submitted a traffic study to the City, to ADOT, and to Yavapai County. We've submitted a water master plan and a wastewater master plan for initial review to prove these concepts and show how they would work. Those will take a different shape here in the future, but those reports will accompany the MDP.

Mr. Walters stated the idea is that we'll have a variety of lot sizes and a variety of housing product in the community. The idea is there will be a number of different types of single-family homes. We may look at some attached product or some different types of multi-family, built-to-rent type product potential in here. They will all be integrated into one community. As you come in off of Bill Gray Road, what we're looking at is the first phase of the commercial area, which is relatively small in scale with the two buildings that we talked about, with the ability to expand further there. We're looking at initially launching a five acre site for the vineyards, but expanding that out to a 20 acre site on 89. If you look at the collector road, The Landing is shown there in the middle of the community between a couple of the different subdivisions. You can see the trail connectivity that goes between the lots, in between the neighborhoods, and ties back into the collector street. We worked hard in following the topography. This is about a third iteration for us of a land planning exercise. What we've come back with is a situation where you can see lots aren't, for the most part, backed into each other. There is open space in between, which allows us to take up some of the natural grade. It also allows us to create paths and connectivity in between the neighborhoods. We don't have, in this instance, lots backing up to the collector road, but we've got some lots siding to it. We've got some separation in between. While this isn't necessarily the tentative plat that we'd submit for the first phase, conceptually the idea is that this is what it would look like. This reflects about 300 lots which would probably be our first phase in size. This reflects four, potentially five, different product types and four or five builders in that phase, the Landing, an amenity feature, and then some initial commercial entry statement in phase 1.

Mr. Carlson stated this is experience based, and so nature is driving the planning. When we look at land forms, lotting, and how we develop neighborhoods, there's usually two forms. There's an organic form, which is what we see up here, and then there's a formal form, like a neotraditional neighborhood. It made sense to go with an organic pattern with the wash corridors, the slope that's going back here, and the natural forms and hillsides. Oftentimes,

when there's a spine road through the community, it's the backup house and wall on that entire drive. In this sense, there's no long wall along that entire drive. It's a lot of landscape, and what we're proposing in the MDP is what would ultimately be a section wider than the City standard because we're proposing a 35 foot landscape buffer from the back of curb to the nearest wall. In that way, we can continue to hold that planting character all the way throughout the spine road. A lot of these neighborhoods, you'll see that when someone arrives into the neighborhood, they are arriving to a park space. That park space is upfront, on center. That way it's easy to see the kids. There's no parking in front of the park. If they're playing ball or kicking the ball around, throwing a football, if it goes out in the street, it's easy to see somebody coming into the street. We're also proposing narrower road sections as a result, because we're really trying to slow the cars down. If we are planning on roads and we have to put in speed bumps, we failed. If we are planning on roads and the feeling is I'm driving too fast down the road, then we nailed it. That is what our goal is and why we are proposing some street sections which we'll see in the future.

Mr. Walters stated I think it's a little bit better graphically represented here that the unit count that we have under the zoning, which is a little over 2,000 units, there's a lot of ways you can get to that number. I don't think we'll ultimately get to that number, anyway, but in responding to the topography and the other items that we've already talked about, while there is a variety of lot sizes, none of them are particularly large. We've tried to take that property and put it into the open space and to really enhance the neighborhood, gathering areas, and parks so that everybody doesn't feel the need to have that in their yard and to try to recreate that.

Mr. Carlson stated on the next slide we're looking at how do we apply the technical details of the MDP. Much like phasing, this part is pretty dry but it is how we apply the rules. With the residential, we're looking for flexibility, but the zoning is PAD. And then when we do lotting or design a neighborhood, the neighborhoods with the different lot sizes will have different setback standards, yard standards, whatever the development standards are for that particular lot. What we're proposing are what's called the development options, which is large estate, estate, village, and district. On districts, there are platted lots and a site plan, and that is in the smaller product. For instance, 1c is a large estate and 1b is estate. Those would have their own specific development standards. Everything else that is not road or street is residential open space. That's how we lock in what uses are permitted in that open space and really says it's the path, the trail, the pickleball, and/or the park. Moving across the street, in 2.1b, that's a village. Everything that is not part of the lot or street is open space. 2.1a is the district platted lots. Everything that is not part of the street or lot is part of the residential open space. There is natural open space, which is the green wash. This is all part of the land use budget and accounting. We're required to do 74 acres of natural open space and 99 acres of residential open space, and the way to account for that in the budget is by assigning them that development option. On the table you can see how it all breaks down, plays out, how we get to the 318 dwelling units, but as a result, there is about 36 percent open space in this phase 1 development.

Mr. Pappas stated this would be something that would be submitted and broken out at a tentative plat stage or initial submittal to the City. What this would allow us to do is, parcel-

by-parcel, plat at separate pieces. Required infrastructure would go along with the necessary plat. Say we came in with 2.1a, we would provide a tentative plat showing that parcel and then breakout everything for you to make it convenient to show how it's tracking against our budget. Again, with the holistic picture of the MDP, how can you be certain that we're doing what we say we're going to do? That's our accountability to you throughout the process is every tentative plat to show you per acreage and per lot count how we're complying.

Council Member Wilden asked, on page 14 for example, how many builders would be involved in that particular area?

Mr. Walters stated the way we've color coded it, it suggests four builders. What we would do is go out and talk to builders and market, in this case, four different products. I think the important part is that we market it as four different types of products in a phase like this.

Mr. Pappas stated on a parcel like the 2.1a, which is the more brown color, with that being a smaller lot and being assigned the classification of district, because there is a site-planning element there which lends itself to like a multi-family type use, there might be an opportunity where we sell 2.1a as a bulk parcel to someone so that they can lay out what works best for them based on their very specific rental product they might want to use. But the bones of what we're putting in the MDP require them to comply with everything we've baked in there. These are our tools. These are not only your guardrails for the community we want to provide, but also our own guardrails. When we work with a third party, if we do want to sell a parcel off because their product is so specific that we can't nail it for them, they need to nail it. At least they have the guardrails here of open space requirements, and setbacks, and everything like that.

Mr. Carlson stated one item that I didn't touch on was in the commercial 2.2a. As a phased development that might have three different plats that go over time, so that's why the three lines in there. The north corner or triangle may be platted first, and have that development option designation, and then when the next piece comes on, it goes through the same process and gets the designation assigned on the plat.

Mr. Walters stated the MDP will spell that out in a lot more detail. There will be a lot more chance to review it in detail and comment, but we just kind of wanted to throw out conceptually this is how it potentially would work and look.

Vice Chairman Garrison stated you were just talking about 2.1a being rental. I was seeing those as individual parcels, but what you're saying is that will be multi-family. He then asked if that will be four-plexes, two-plexes, or three-plexes, and what the expectation of that will be. I was looking at this whole thing, at least in these areas, as being single-family residential, and we're here to talk about the roads. To me, that will make a difference, is what the product is going to be at the end of the day; multi-family versus single-family.

Mr. Walters stated what we're trying to do is to demonstrate the flexibility in the plan. What Joe is trying to imply is that 2.1a, given the designation as the district, could take on a variety

of product types, including one that would be a multi-family that would be site planned. We would have density caps in there that would say how many units we could do within each one of those areas. I am not suggesting today that that's a rental property. What we're suggesting is that it has the potential to be site planned as a multi-family project. It could be a single-family for sale project. It could also be a single-family for rent project. Certain parcels we could take out and address with a site plan while not exceeding densities.

Vice Chairman Garrison stated I didn't want to confuse it by saying rental versus ownership; that wasn't my point. It was were these going to be multi-family structures or single-family structures, because what we're here to talk about today is whether these roads fit the development that you plan. You're trying to make them as small as possible to keep as much open space as possible, yet, if this is multi-family, it's going to completely change the way the traffic flows through that neighborhood versus single-family.

Mr. Pappas stated as far as what product goes in there for any sort of rental product, I couldn't tell you that today. I don't know who that user would be or what that use would be specific for. If there was a site planning parcel that required a certain level of service that is outside of what Fire or Public Works thinks is sufficient for that site plan, they'll have to accommodate that for what we're specifying with residential and collector road.

Mr. Walters stated I don't think we're addressing the question. Let me try to answer the question. We have a total maximum unit count within the project. What we'll do as we go through the MDP is we'll designate maximum densities per parcel, so we'll have unit counts associated with that. If the question is are we going to have 400 units in that area of multi-family buildings of our cap, I think the answer is not likely that we will. What we'll have to do is address the traffic study and the circulation. It will have to be responsive to whatever the ultimate unit counts are in that area. I don't think we're going to have multi-family apartment buildings there. That's not the intention. I think what we're looking at is the potential for a smaller unit, either single-family duplex, townhome product in there, and that the traffic and the circulation when we get to that will be responsive to the number of units in there. We are trying to be broad because we don't know today exactly what that product is going to be, but we're not anticipating garden apartments in that parcel.

Vice Chairman Garrison stated I'm trying to correlate what you're saying back to the closest development we have in the area that fits what you're planning here, and that is really Mountain Gate in Clarkdale. If you drive that, it's a varied mixture of sizes of single-family and your condo or your duplexes, and the road use is extremely different in each of those areas based on the type of residential structure that's there. You did a great job of presenting a lot of pictures, but unfortunately, they are really difficult to correlate against each other because you can't overlay them. When I was looking at the different sizes of your phasing of your roads and your areas, you are using a lot of really narrow roads. I'll specifically talk about 2.1a again as a much more high-density residential area, and yet it has a preponderance of smaller roads, except for the main artery coming in. I'm just trying to get my head around what you are doing, because what I thought we were coming here to talk about was the roads.

Mr. Walters stated we saved the best for last. We're going to get to that. Great comment, and we're going to try to address it as best we can, and we'll go back and address it better.

Mr. Carlson stated I think I understand the point that you're trying to make is that how much traffic is there on a road and how much traffic would dictate how wide the road would be. We would have to submit and update traffic reports to do that, and our road designations are based on how many trips per day. A residential street would be something like 1,500 trips per day, a neighborhood collector would be up to 5,000 per day, and then the spine road would be something like either 15,000 or 25,000 trips per day. All of those would be calculated with the traffic engineer to figure out what would be the appropriate road section to apply.

Mr. Walters stated which is probably going to get us to street types. Just to give an overview, Jon really knows the street sections well and can talk to them in more detail. I think where this started, if we go back five or six weeks in the meeting that we had with the staff, was that we wanted to propose some different types of street sections with the idea being that we could look at creating a better sense of community, we can create a better pedestrian-oriented community, non-vehicular transportation. While the sections may be smaller in some cases, we can do it in a way that still satisfies, we believe, the requirements of Fire Safety, Public Works, and Engineering. We wanted to take the opportunity to explore with those different departments, and we have been meeting with them and talking about it, touring, and looking at these sections in a place where they are actually working to try to say, hey, could we propose some different sections if we can demonstrate that they work and meet the trip requirements, but also the requirements of the other departments. We talked about it earlier today with the Fire Chief, but I will assure you, as a civil engineer, I love standardization and predictability. It's not cheaper to build them this way. It's considerably more expensive and detailed for the engineer to build them, but we think the product that results is better for the community for a number of reasons. I will let Jon talk about that and talk more about the sections. We understand that we'll need to meet the criteria of the different departments in order to get a variance, but that we'd like to be open and have the City be open to, if we can demonstrate that we can do that, that at least we have an opportunity to discuss it.

Mr. Carlson stated the street sections are a huge part of the community in how we experience it. In theory, there are only three street types that we're proposing, and it's whether or not they have parking or don't have parking on them. Everything that we are proposing has been built and constructed elsewhere in the State of Arizona; it works for fire, it works for trash. We've actually learned when we did a couple of them initially that they were too narrow, and as a result we have widened them since and know that we have to work through with fire, trash, public works, and that everything has to function. We can't plan a neighborhood and not have a way to get a fire truck back there and not have a way to have trash service. We know these work, and that's why we're proposing them. It goes from a really wide street that people are flying down, because it feels like that's the right speed to be going, to narrower streets where it feels like, all right, I should be going this speed, it's a little bit slower. There is a little bit of friction from the parking, but enough to get through. It's not cramped in any sense of the imagination, but it is the appropriate scale.

Mr. Carlson continued, stating the first road is the district collector. It's a spine road and the easiest of the roads. It's 28 feet back curb/back curb, 14 foot lanes on each side, and has a left-turn lane. When there is a left-turn lane, it's another 12 feet wide which makes it 40 feet wide. We'll probably have a 40 foot wide road all the way through the middle just because of the tapering that would occur in between it all. That is plenty wide for traffic and plenty wide for fire and trash. The next is the district collector, which are in the blue, and those are basically how we feed into the neighborhood. The last ones are the green ones; the neighborhood, residential streets. You can see there are two-way, two parking; two-way, one parking; two-way, no parking; and one-way, one parking. If we go to the next slide, we kind of get into it in a little bit more detail, seeing the district collector, the 28 feet or 40 feet, but it's also showing a 35 foot wide landscape buffer on each side. That's where we have to follow that rule in the MDP. There is a typo in there. The 10 foot multi-use path should be a 12 foot multi-use path, and the path and trail on the left side is a DG path. The next classification of road is what we're calling the neighborhood collector. This is getting into the neighborhood, trying to get them off of the faster streets, slowing down a little bit, and it could be before they even get into their neighborhood, or it could be going through the neighborhood. These are two-way, two parking; two-way, one parking; and two-way, no parking. These are basically 27 feet back of curb to back of curb with path on one side required, trail on the other side, and path on the other side optional. It really depends on the setting and where it is appropriate or not. The two-way, one parking widens it up to 33 feet, and with the two-way, two parking it widens it up to 39 feet. That's probably the widest road section that's on here. The way we would apply the 39 foot is if it's more traffic than 1,500 trips per day, like the multi-family that we were talking about before, or if it's a road that has quite a few trips and there are no driveways, no place to peel off and pull over. That is part of the circulation flow in any neighborhood and so we have to have the parking. We have to be able to get the cars through, and we can't be slowing them down so that there is so much friction it doesn't work. That's why there is a 39 foot section. The last one is the neighborhood residential. It's really the same street. It starts off at 24 feet wide with no parking. It gets four feet wider when there is parking added to each side. We can run the calculations to show how parking and how fire and trash have room to get through, but it depends on if there is a home fronting the street, a home not fronting the street, or if there are homes siding the street. For instance, the 24 foot wide street is a street that's usually used to come into the neighborhood. It's the arrival to the park. There are no homes fronting it. It's really trying to narrow things down, say let's come in, let's slow down, let's enjoy what we got. It's usually short streets. They are not really long street segments. Where they also help is on the little bit longer streets that kind of wind through. Because of the open space path and trail system and there's not parking on it, it gives fire easy access if they ever need to get to someone that's on the trail. Adding the parking is just a little bit more width, but it makes it a heck of a lot easier. If there is a two-way street around the park and there's only homes on one side and not the other, that's where we would have 28 foot, two-way, parking on one side. If we get into a cul-de-sac, where we have one-way streets all the way around the park, that's where we are proposing a 25 foot back curb/back curb. It's enough room to park, enough room for trash and fire to get through, and enough room to pass other cars. Those are what we've evolved to as we've kind of worked through multiple neighborhoods to be the appropriate sections as we go.

Mayor Elinski asked if Mr. Carlson could point to some place where we can view the product that does or has worked.

Mr. Carlson stated we were fortunate enough to take James and Ron down to Verrado, and we toured all the streets that we are proposing here. The whole goal was to make the desert cool, and it is how we got the desert to come closer to the road. Some of those roads are even narrower, but the rule was that you could not park on the street. All the parking had to be put on the lot.

Mr. Walters stated Verrado is in the town of Buckeye. It has a lot more topography than it seems as you drive by. As we looked at that and we started studying the contours on it, we came to realize it is more of a foothills-type project than we initially anticipated. It's really important that we start off in the right direction and that we have concepts that we can believe in, and that we have the support of the community. This is not a subdivision for us that we will go get done and move on. This is a project that we will be involved in for a long time. We really value the opportunity to come and share with you what we're thinking, but we'd also love to get additional feedback as to if you think we're headed in the right direction or not. We'd love to hear it before we wrap up the MPD. For a project this size, it's a very significant document. There is a lot to go into it. As Joe said, we've already submitted pieces of it and we have gotten comments on that. We want to deliver something that feels like it is somewhat familiar to you, that you've already seen it, that is comfortable, and that it addresses concerns that you have.

Mayor Elinski asked what the on-street parking is to be used for, whether it's one side or both sides, and whether these homes will have their own parking and the on-street parking is just for visitors and guests.

Mr. Carlson stated primarily guests. There are driveways and garages. If you're going to be able to park a car on a driveway, you have to clearly be able to park a car in that driveway. It would have to be a minimum of 20 feet in length. Most builders are doing garages. On-street is normally guests or inviting friends for the football game.

Mayor Elinski asked if there will be restrictions in the HOA's CC&Rs or whatever to not allow folks to park their own primary vehicle on the street.

Mr. Carlson stated, yes, generally in the CC&Rs there will be some language in there to help give some teeth to that as far as like excessively parking your car there for a long time. If they have another vehicle in their carport or in their front driveway, like a boat or something like that, and they are parking on the street, there will be teeth in that document for them to reach out to that homeowner.

Mayor Elinski stated let's talk about their road design. I think that's primarily what we're here to talk about. It is something unusual to Cottonwood. We haven't seen it here. I've been through Verrado. I do want to make sure we're all comfortable with what they are proposing, so let's have a conversation about it.

Council Member Wilden stated if I understand you correctly, the streets in Verrado are going to be similar to the entire project here, and I love Verrado and am familiar with it as well.

Mr. Carlson stated that is correct. It will be the exact same streets.

Mr. Pappas stated just to clarify that, and probably unnecessarily so, it might not be the same exact landscape pallet. Verrado sometimes has turf between the curb and sidewalk. We wouldn't be proposing that in a water-sensitive area like this where that's just not naturally out there.

Mayor Elinski stated I like very much that you've tried to incorporate more of a feeling of a neighborhood. I've never liked it when we plan any space around the vehicle. I think there is a better way to plan our shared space. I appreciate that you are trying to slow folks down, creating a better sense of place and more open space. I have no heartburn at all with what you're proposing. Given the topography, I think it would work really well, and not blading everything to make it fit a cookie-cutter subdivision would be much more attractive and sensitive in that area.

Council Member Kurot stated I like the concept. My only issue is some vehicles are much larger than others, and I have issues getting around some of the developments we already have. My truck doesn't fit in any of the driveways, and if I try to pull in and turn around, there is not enough room to turn around or park on the side. If I park on some of those streets, I'm blocking traffic completely. Depending on what kind of vehicles your target clientele are buying, it works in theory, but I question if it works in reality.

Mr. Carlson stated much like we don't design our streets for rush hour traffic, we don't design all of our streets for the worst case scenario. We also don't design our streets for the best case scenario. We look at what is the appropriate, kind of in the middle, and what we've been using is a Range Rover. It's a larger sized SUV.

Vice Chairman Garrison stated I have a question about your commercial zoning or where you have 4.3 on page 8 of 22, kind of in the middle of the property. How is that going to be a commercial property.

Mr. Pappas stated that is the amenity space. We were working with staff on what can and cannot be classified as commercial per your code. With 78 acres of commercial, that's a lot of commercial. That could be a parking lot, it could be a lot of other things, but it's probably not going to be a lot of huge buildings. We worked with staff and Gary to see what are considered commercial uses, i.e., are vineyards considered commercial uses, and the response was, yes, vineyards could be commercial if they are not open to the public. There might be vineyard uses that are considered commercial because they will be used for harvesting and commercial uses. I think the amenity center, at a time we discussed it, could have been counted towards that, so we showed it as commercial on this map.

Mr. Carlson stated we've also learned from other communities that there are also partnerships that like to come in at community centers, like a little bar and grill type facility. We will have to have the ability to do that, and that's part of the room for the commercial as well.

Council Member Hulse stated I find that this is a much better designed road system than what we currently have in Verde Village. The roads are so narrow you can't put two cars down the road at the same time comfortably, and there is no parking on the street. The driveways are too short for anything beyond a medium-sized automobile. This design is more realistic than what we had at Cottonwood Ranch.

Mr. Horton stated I just want to make sure that the Council saw that the plan calls for a gated entry, gated access to all the residences, and I know that has been a discussion point for Council before.

Mr. Pappas stated the Gs shown on this map are implied gated entries, and what we're doing is reserving the opportunity to have gated entries. That doesn't mean that all of these will be gated entries. Some of our builders do prefer a little more enclave or exclusive arrival experience, in which case, with gated entries there is consideration for private streets. Generally, the way we are proposing these sections would be contemplating them all as public streets, satisfying all public needs, which then wouldn't be gated off, generally.

Mayor Elinski stated I'm not a big fan of gated entries. Historically, we haven't done them in Cottonwood. We like things to be a little bit more open. Especially the way you have this designed with that spine road, I think that's where most folks are going to go when they're just getting through, and you really wouldn't need to get into a neighborhood unless you had a specific need, which would be you're going home.

Mr. Pappas stated this is all just a conceptual phase 1 that we put together. It could look very different. There is also the opportunity in other developments where there have been columns on the site of the arrival to impress the kind of feel like a gated community but not being controlled by a mechanical gate or a gate arm. There are those options that we can look at as well.

Council Member Henry stated I echo the Mayor's sentiments on the gate issue, but I recognize this is all a big concept. I do want to thank all of you for being here tonight to get our buy-in and ask for feedback at this early stage. I like what I see on paper, but as an attorney, it's hard for me to jump on board with both feet when this could all be completely different than what we're actually seeing approved and moving forward. My first question to my City Manager when I was reviewing this agenda item was what is exactly the ask of Council, especially to Vice Chairman Garrison's point, were we really getting into the details about the circulation patterns and our thoughts on that. My understanding is you really just want to introduce all of us to the project and get our preliminary thoughts at this point. I'll reserve my criticism and/or compliments for more specific detailed plans at a later date.

Mr. Walters stated fair enough. We'll take that as an invitation to submit more detailed plans.

Mayor Elinski stated I get the general sense everybody is perfectly fine with your circulation plan, the road sections, and everything. Obviously, the devil is going to be in the details, so we're looking forward to seeing more. Again, Westcott is an old family name here in the Verde Valley. I know you had a naming think tank, but you might want to just consider that.

Mr. Walters stated all feedback is great feedback. We don't want to step in anything that we're not supposed to. Let us go back and work on the comments.

Commissioner Klinge stated I'm familiar with DC Ranch and the infrastructure there. The spine road is very reminiscent to Eastmark, which is in Mesa. It is very wide and very landscaped. There is a lot of potential there and I appreciate that it's also multi-generational, as I know Eastmark is. I think it is a good option.

Mr. Walters stated conceptually, we're looking to have vineyards out there. We think it's a nice buffer between 89 and some of the other areas of the project. It's certainly something that is organic, in a number of ways of speaking, to Cottonwood and what's going on in the Verde Valley. What we're not going to do at Sunbelt Holdings is to try to go out and execute that type of project on our own and fail. We like to partner with people that know what they're doing, whether it's Jon in this case, or Tim and the folks at DA Ranch with the vineyards, and Chateau Tumbleweed as well.

Mayor Elinski stated I was really pleased to see when they went through their iterations early on that a vineyard element was going to be a part of this development. I'm pleased to see you changed the name from 89 & Vine.

Mr. Walters stated we're on our third iteration of the land plants, so we'll look at a third iteration of the name.

Commissioner Glascott asked if the vineyard will be a working vineyard. He stated I've been in other places, like Rancho Cucamonga, where they will create vineyards and then they end up not being a working vineyard and that the vines just die.

Mr. Walters stated this will be a working vineyard.

Mayor Elinski stated it's a great tie into our community.

ADJOURNMENT

Mayor Elinski moved to adjourn. The motion was seconded by Council Member Hulse and carried. The joint work session adjourned at 7:22 p.m.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, HELD OCTOBER 18, 2022, AT 6:00 P.M., AT THE COTTONWOOD COUNCIL CHAMBERS BUILDING LOCATED AT 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

Mayor Elinski called the meeting to order at 6:00 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Tim Elinski, Mayor
Jackie Nairn, Vice Mayor
Tosca Henry, Council Member
Doug Hulse, Council Member
Helaine Kurot, Council Member
Michael Mathews, Council Member
Debbie Wilden, Council Member

STAFF MEMBERS PRESENT

Ron Corbin, City Manager
Marianne Jiménez, City Clerk
Steve Horton, City Attorney
Amanda Wilber, Human Resources Director

PLEDGE OF ALLEGIANCE

Mayor Elinski led the Pledge of Allegiance.

BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION

The Mayor and Council Members announced community events they attended. Mr. Corbin announced upcoming City and community events.

APPROVAL OF MINUTES—REGULAR MEETINGS OF SEPTEMBER 6 & 20, 2022, AND SPECIAL MEETING OF OCTOBER 3, 2022

Mayor Elinski moved to approve the minutes as presented. The motion was seconded by Council Member Kurot and carried unanimously.

CALL TO THE PUBLIC

There were no comments from the public.

UNFINISHED BUSINESS

ORDINANCE NUMBER 722--AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD FOR ASSESSOR'S PARCEL NUMBERS 406-36-011, 406-37-242A, AND A PORTION OF 406-37-174, TO CHANGE THE PRESENT ZONING DESIGNATIONS OF AR-43 (AGRICULTURAL RESIDENTIAL) AND R-4 (SINGLE FAMILY/MULTIPLE FAMILY/MANUFACTURED HOME) TO R-3 (MULTIPLE FAMILY RESIDENTIAL); SECOND & FINAL READING

Mr. Corbin stated there have been no changes since we presented this to Council the last time, and there has been no additional public input.

Council Member Henry moved to approve Ordinance Number 722. The motion was seconded by Council Member Hulse.

A roll call vote on the motion was taken as follows:

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Council Member Henry	X		Council Member Wilden	X	
Council Member Hulse	X		Vice Mayor Nairn	X	
Council Member Kurot	X		Mayor Elinski	X	
Council Member Mathews	X				

The motion carried unanimously.

Mayor Elinski requested the City Clerk read Ordinance Number 722 by title only.

ORDINANCE NUMBER 722

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR CERTAIN PARCELS OF LAND (SPECIFICALLY, YAVAPAI COUNTY APN'S 406-36-011, 406-37-242A, AND A PORTION OF 406-37-174) SO AS TO CHANGE THE PRESENT ZONING DESIGNATIONS OF AR-43 (AGRICULTURAL RESIDENTIAL) AND R-4 (SINGLE FAMILY/ MULTIPLE FAMILY/MANUFACTURED HOME) FOR THOSE PARCELS TO R-3 (MULTIPLE FAMILY RESIDENTIAL).

ORDINANCE NUMBER 723--AMENDING THE ZONING ORDINANCE TO ALLOW FOR CLUSTER SUBDIVISIONS IN CERTAIN AGRICULTURAL-RESIDENTIAL ZONING DISTRICTS AND PROVIDING DEFINITIONS AND STANDARDS THEREFOR; SECOND & FINAL READING

Mr. Corbin stated there have been no changes since we presented this to Council the last time, and there has been no additional public input.

Council Member Wilden moved to approve Ordinance Number 723. The motion was seconded by Mayor Elinski.

A roll call vote on the motion was taken as follows:

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Council Member Henry	X		Council Member Wilden	X	
Council Member Hulse	X		Vice Mayor Nairn	X	
Council Member Kurot	X		Mayor Elinski	X	
Council Member Mathews	X				

The motion carried unanimously.

Mayor Elinski requested the City Clerk read Ordinance Number 723 by title only.

ORDINANCE NUMBER 723

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE BY AMENDING SECTIONS TO ADD STANDARDS FOR OPTIONAL CLUSTER SUBDIVISIONS IN CERTAIN RESIDENTIAL ZONES.

CONSENT AGENDA

FARM WINERY LIQUOR LICENSE APPLICATION FOR JULIE A. LEVY, AGENT FOR BURNING TREE CELLARS LOCATED AT 1040 NORTH MAIN STREET

Mayor Elinski moved to approve the Consent Agenda. The motion was seconded by Council Member Hulse and carried unanimously.

NEW BUSINESS

CONSIDERATION AND POSSIBLE APPROVAL OF A SHIFT DIFFERENTIAL PROGRAM FOR COMMUNICATIONS AND POLICE DEPARTMENT EMPLOYEES

Ms. Wilber stated I'm here tonight to request approval of implementation and funding of a shift differential program. This particular program would run very similarly to the utility certification pay program that we implemented in fiscal year 2022, which has been very successful so far. This particular program applies directly to police officers and communication specialists, because they are really the primary employees who work shifts. They are both there overnight and they have swing shifts. This particular program proposes adding 25 cents an hour to those officers working swing shift, and an additional 50 cents an hour to communication specialists and police officers working graveyard shifts. Part of the reasoning behind bringing this program forward is because we have seen an increased gap in our salaries compared to other organizations around us. We did a comp study and implemented it in fiscal year '22 first, and then all of our other neighbors did comp studies after that, and we're seeing the gap increase. Instead of trying to do some other major change or adjustments

just to certain departments, we're looking at this program to narrow that gap and to show our employees that we appreciate that they've chosen to stay in this field. There are lots of opportunities for careers out there. They don't necessarily have to stay with the City, but we hope they do and we hope that this helps. The cost of this program would be approximately \$37,000 to \$56,000 per year. That gap is kind of large because we don't expect it to be more than \$37,000 based on base salaries, but it could go up to \$56,000 if we had a lot of overtime. It is probably somewhere in the middle of that gap. After the program has been running for a few years, we should be able to have a better handle on what that actually will look like from year to year.

Council Member Mathews stated you said you were going to implement this for the purposes stated, but you talk about continuing it. He then asked if this would be addressed later in a budget with salaries and then this would just kind of go away.

Ms. Wilber stated it could. It's still an incentive to stay in this field. Generally, communication specialists are very difficult to find and we currently have four openings. The entire ten years that I've been here, we have never had a full communications staff. We hope that this is going to help us retain people and hopefully recruit some too. We hope to address the salary issue in the next fiscal year as well. This particular program should be addressed every budget year just like any of our other employee programs that cost money, such as our merit program, COLAs, and things like that.

Mayor Elinski asked if the intention is to bring it back annually like we do the other programs.

Ms. Wilber stated right. It would just be built into the budget and we would either recommend continuing or not continuing based on funding and the need at the time.

Mr. Corbin stated this benefit is more common in the Phoenix metro area. It's not uncommon at all for communications and the police department. It really fit for these departments specifically. It was a way that we could cover the cost with salary savings in the departments this year, so that there is no need to reallocate any funding from any other location, other than the department that it's already coming from. This seemed like a good faith effort in showing our appreciation, giving them a little more pay, and something we could afford this year and probably moving forward. However, it will be addressed by Council each budget year.

Mayor Elinski stated I approve of the program. I'm just curious how we're going to track the effectiveness. He then asked if there is a plan in place to see if it reaches the goal that we expect.

Ms. Wilber stated not completely dedicated to this, but we do track our turnovers. We can see the trending in that. Often, we do exit interviews. We don't make it mandatory, but quite a few employees participate in those, and we could incorporate that into this department's particular exit interviews as well.

Council Member Mathews stated I don't object to this principle. I just can't imagine that this is going to affect anybody's decision.

Council Member Wilden asked if these are eight hour shifts.

Mr. Corbin stated no. It is anywhere from \$10 to \$12 (per shift.) The feedback I have received from PD command staff is that it's not going to make a big difference in their pocketbook, but the gesture means a heck of a lot. It means that we are willing to do something. Again, I was not willing to come in and recommend a salary adjustment mid-year given the circumstances we're facing. There are just too many unknowns. If Council would prefer that we do a salary adjustment, we can go back to the drawing board and figure out what that looks like. We will compare those few positions.

Council Member Kurot asked how many are leaving due to cost of living; not necessarily they're going to make more money somewhere else, but they can't afford to stay here.

Ms. Wilber stated part of this is being proactive. We have not lost very many due to pay at this time.

Council Member Henry stated historically, these have been hard to fill positions. I understand we're in a better spot right now than we were historically with the police department, but we have struggled as long as I can remember with communications. I am not in favor of a mid-budget year salary adjustment, and this program does help show that we do understand and we're all feeling the pinch. With the numbers in the packet and the anticipated cost this budget year, I do feel comfortable paying for it with the salary savings from the City overall, but I do echo the Mayor's sentiments. I would like to see some kind of a marker, especially as we're going to be asked to make adjustments at the end of the completion of any salary study, if one is paid for and done, which has been the recommendation from staff. It would be good to see if this is a useful tool and/or do we just need to be bringing our salaries more in line with the market or whatever the information is. I don't know if that is possible, but maybe in the exit interview or with an employee's survey or something like that, I think that would be useful information if this is approved by my peers.

Ms. Wilber stated we can also add something in the survey that the police department does. Hopefully, we can work with them on that. If people are not leaving, and this is part of the reason why, you wouldn't get that on an exit interview, so we would have to do both sides there.

Mr. Corbin stated that's the annual employee survey that PD does, and we can add a question about benefits.

Council Member Mathews moved to approve the new shift differential program as proposed by staff. The motion was seconded by Council Member Kurot.

A roll call vote on the motion was taken as follows:

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Council Member Henry	X		Council Member Wilden	X	
Council Member Hulse	X		Vice Mayor Nairn	X	
Council Member Kurot	X		Mayor Elinski	X	
Council Member Mathews	X				

The motion carried unanimously.

PROPOSED RECLASSIFICATION OF AN HOURLY RECREATION II COORDINATOR POSITION AT RANGE 19 TO A SALARIED RECREATION SUPERVISOR POSITION AT RANGE 23

Ms. Wilber stated the Recreation Coordinator II position is currently a Range 19 and FLSA non-exempt and eligible for overtime. The reclassification would move it to a Range 23 and would put it into the FLSA exempt category, so it would no longer be eligible for overtime. We have changed the structure in the Parks & Recreation Department several times over the past several years. With that, we feel that changing this position and having a Recreation Center supervisor position would allow staff and citizens to have one direct contact who has the authority to make some higher-level decisions more on the spot than some of our employees currently do. Right now we have four Recreation Coordinator II's, a Reservations Coordinator, and a Guest Services Supervisor all reporting to the Director. Having a Recreation Center Supervisor would kind of speed things up a little bit for employees and citizens, and give them that one person that can respond faster to any of their issues or questions. Having this position reclassified would cost about \$10,000 over a fiscal year, but a little bit less this year as we're partway through the fiscal year. It has implications moving forward for future years as well. This structure that we are looking to move towards is very similar to what we do at the library, which has been very successful. Currently, our Library Supervisor is also an exempt employee and also a Range 23. We can definitely see similarities between the two and feel like this would be a successful move.

Mr. Corbin stated one of the biggest reasons I support this move is the Recreation Center has a lot of weekend and night calls with the alarm systems. Jak (Teel) has been taking those calls for a couple years, every weekend and every night. This would add another exempt person without increasing significant costs. It's not a managerial level position. It's much lower than we've had in the past, but it does give a second person to rotate calls through for the weekends and nights.

Council Member Kurot asked even if they are salaried and overtime is not an issue, do we still track the hours for them.

Ms. Wilber stated typically, we don't do that for any exempt employee unless it's a special event. We do try to track hours to apply the time to the special event.

Mayor Elinski stated if we can point to the library as an example of why this position is important, it seems to make sense for Parks and Rec as well. Having a second person who can make those higher-level decisions is critical to making sure things are done in a timely fashion and better service for our citizens.

Council Member Henry stated Parks and Rec has done a really good job of trial and error trying to scale back on personnel and see where it is needed and where there might be some fluff. I think they've been operating at the bone level now, and perhaps it is time to really focus on our communications with our clients and that level of support.

Vice Mayor Nairn moved to approve reclassifying one hourly Recreation Coordinator II position at Range 19 to an exempt Recreation Center Supervisor position at Range 23 as presented. The motion was seconded by Council Member Wilden.

A roll call vote on the motion was taken as follows:

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Council Member Henry	X		Council Member Wilden	X	
Council Member Hulse	X		Vice Mayor Nairn	X	
Council Member Kurot	X		Mayor Elinski	X	
Council Member Mathews	X				

The motion carried unanimously.

DISCUSSION AND DIRECTION TO STAFF REGARDING THE CITY MANAGER RECRUITMENT PROCESS. PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 38-431.03.A.1 AND/OR A.3, THE COUNCIL MAY VOTE TO CONVENE IN EXECUTIVE SESSION, SUBJECT TO THE RIGHT OF ANY INDIVIDUAL WHO MAY BE DISCUSSED IN EXECUTIVE SESSION TO REQUIRE THAT PORTION OF THE DISCUSSION TO BE HELD IN OPEN SESSION INSTEAD

Mayor Elinski stated unless we're going to be discussing any particular individual, I'd like to do as much of this as possible in an open meeting.

Ms. Wilber stated we are in the middle of our City Manager recruitment process, and Council gave me direction to move forward with four applicants. Since that time, two of the four applicants have dropped out of our process, and we have two candidates who are ready and willing to move forward with our interview process. The purpose of tonight is to make sure Council is informed that our candidate pool has dropped down from four to two, and then also make sure Council is aware that one other candidate has expressed interest. Council could decide to add a third candidate into the mix if they would like. In the spirit of transparency and being informed, I really want to make sure that Council has an opportunity to discuss and agree on moving forward with two, because it's less than what we discussed before, or give staff direction that they want to move in a different direction and what that looks like.

Mayor Elinski stated let's discuss what that looks like just briefly now and what our options are aside from interviewing the applicants that are ready and willing.

Ms. Wilber stated if we do not move forward with interviews now, you pretty much have two options. You can either decide to move forward with another search internally, where I would lead the search and do the ad and make everything work behind the scenes, or you can look at a consultant like we did three years ago and have an executive search firm lead that type of recruitment. If you want to go back out, you could either decide to see if the two ready and willing applicants want to be considered and consider them with a new batch, or you could just decide they are definitely going to be invited to interviews no matter what and move forward that way with these particular applicants.

Mr. Corbin stated I did receive some background information on two of the candidates. I'd prefer to discuss those in executive session. If you wanted to talk about the third applicant, I would also like to talk about that in executive session. Right now, it's my recommendation that you hire a consultant and move forward with recruitment. We have saved the dates, October 28 and 29, for the candidate interviews and those two candidates are still on notice to come in. I'm sure if Council wanted to interview the third candidate, we could make that happen rather easily as well.

Council Member Wilden stated I definitely don't think two is enough. For me, that takes that off the table. In my mind, the options would be to still go forward with three or start over with a search firm.

Council Member Hulse stated I would agree with Council Member Wilden; to interview the three. I don't think interviewing the two would do us much good. The third one will give us a better opportunity to evaluate the strengths and weaknesses of all three of the candidates, and we started out with four.

Mayor Elinski stated I was disappointed that we had the two drop out, and it was already pretty slim just having four come in for interviews. I would lean towards starting a new search process, and I think our investment in a professional firm would probably go a long way.

Council Member Wilden asked if the two that we were going to interview would basically start over.

Mr. Corbin stated you can include them or not include them at your pleasure.

Council Member Wilden stated I would say outside firm, and they (the two applicants) start over, because why keep two spots that could be going to somebody else.

Mayor Elinski stated I think the firm would appreciate them having to reapply so they go through the proper steps with that particular firm.

Council Member Kurot asked if Council could interview the three, and if the Council does not like the three, then send it to the firm to post.

Mayor Elinski stated that's an option, too.

Council Member Wilden stated I think if we did that, we wouldn't get the quality of starting over. I think there will be people coming out of the woodwork that hadn't applied before. I would rather see us start over.

Mayor Elinski stated and it's a timing issue too. In an effort of being more efficient with our time and theirs, I think I'd prefer that they would start over. If we move to hire a firm, I think we'll get this in place and then they can quickly reapply, and we don't lose weeks that I'd rather not lose.

Ms. Wilber stated my goal, if you decide to go with an outside firm, would be to do all the work to figure out who we could possibly recommend and bring it back at the next Council meeting.

Vice Mayor Nairn stated I would prefer to start over as opposed to interviewing people next week, with a good chance we would say maybe we should start over, and then have to interview again. I'd like to try to streamline it and get it all done in one shot if possible.

Council Member Henry stated that's the way I'm leaning as well. This is a significant dedication of time. It's not just our time up here, it's our staff time as well. There are some items of concern, and I really would have preferred a broader candidate pool with the time, effort, and analysis that we do put into this process. To me, there is the financial cost. I think we were all briefed that that would be a potential item that we'd have to pay for. I don't know that I am as positive that the firm will bring us more qualified candidates though, because I think that Ms. Wilber did post. I don't want to waste staff time with a narrow candidate pool at this time.

Council Member Mathews stated we have two candidates that we've decided we did want to interview at one time, and one possible that's thrown the hat in the ring. Out of those three, there are two that I wouldn't mind talking to and interviewing.

Council Member Henry stated they (the candidates) have invested quite a bit of time in the application process as well. She then asked if there is any merit to having a streamlined interview process. I don't want to cut corners, I don't see the urgency, and I'm not opposed to the cost. I do appreciate their time investment in this process and do want to respect that as well.

Council Member Mathews stated maybe we interview them. Maybe we find somebody out of there and we eliminate the whole recruitment process for a second time.

Mr. Corbin stated the interview process is set up at your pleasure. Right now, it's a two day event to bring back the top candidates for Saturday. The Saturday may not be needed, and

we can reduce the process a little bit with three applicants. The amount of prep work for Amanda and team is still there. As an applicant, the travel and the prep, whether it's one day or two days, and whether it's three meetings or five, is still significant.

Council Member Wilden stated plus it is going to be public then.

Council Member Mathews stated maybe we should move into executive session so that we can discuss these individuals specifically and try to decide whether we want to move on based on that.

Council Member Henry moved to enter into executive session. The motion was seconded by Council Member Mathews and carried unanimously.

After resolving back in to regular session, Mayor Elinski stated after discussion, if I got a sense of where Council is leaning, I'd like to recommend that we give direction to staff to give some options for a professional recruitment firm that we can hire to cast a wider net. Out of respect for the applicants who applied and their time and effort in this, we want to encourage them to reapply with this recruitment firm. Hopefully, it will provide more options for Council so that we can make the best decision possible.

Mr. Corbin stated we'll come back November 1 with a list, or a preference, of the cost and the firms that are already on contract so we don't have to RFP (request for proposal) or anything like that.

Ms. Wilber asked if Council would like anything specific from the contract firms with Cottonwood's information, or if Council is okay with just reviewing the current contracts out there with other firms that we could piggyback on. If you want something like we did last time, we asked them to come and do a short presentation. That might not be feasible with such short notice, but they might be willing to do something. I want to make sure that you are getting what you want from the firms when I bring back some recommendations.

Mayor Elinski asked Ms. Wilber if she is going to come back to Council with a list of recommendations that we can just piggyback on other contracts that are currently within the state.

Ms. Wilber stated yes. She then asked what information Council wants back, and if the firms should prepare something for you specific to Cottonwood. Not necessarily be here for a presentation, as they probably can't make that happen, but they could submit something that's more directed towards Cottonwood.

Council Member Henry stated I thought it was important the last time to know the scope of services or what exactly is being provided service-wise, such as the amount or range. I know there were some add-ons that were discussed last time, like the background check or things like that. I also found it valuable when they let us know who the actual person or persons are working on behalf of the City would be; like the main point of contact, their references, or

similar recruitings and any other information. I don't need to meet with them or have a presentation that is Cottonwood specific. That would be what I'm looking for when I would be reviewing the firms.

Mayor Elinski stated I would agree with Council Member Henry. To be clear, their search is going to be a Cottonwood-centric search that they're going to use.

Ms. Wilber stated yes. They will develop all of their own materials once we actually contract with them. It would be very similar to what we did last time.

Mr. Horton stated I'm hearing the direction, I think, is to elicit proposals from prospective firms to do the search.

Mayor Elinski stated there was a piggyback option where there are already firms.

Mr. Corbin stated right. We're not going to do an RFP, but we'll reach out to the ones that are on contract.

Mr. Horton stated they would be identified and then specific proposals for Cottonwood, as available to us under the cooperative contract proposals, would be solicited.

Mayor Elinski stated yes.

Council Member Henry stated my statements were made in the interest of time. If time were of no import, then it would be great to have them come up and learn more about each particular firm. I just think, as part of a streamlined compromise, that that would be the appropriate information that I would be looking for.

Mayor Elinski stated I think we've given you what you need.

Ms. Wilber stated yes.

CLAIMS AND ADJUSTMENTS

Mayor Elinski moved to pay the claims and adjustments. The motion was seconded by Council Member Kurot and carried unanimously.

ADJOURNMENT

Mayor Elinski moved to adjourn. The motion was seconded by Council Member Kurot and carried unanimously.

The regular meeting adjourned at 7:11 p.m.

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	November 15, 2022
Subject:	Approval of Scope of Work and Cost Proposal from Dibble Engineering for Taxiway A Rehabilitation design phase services.
Department:	Airport
From:	Jeffrey Tripp, Airport Manager

REQUESTED ACTION

Approval of Scope of Work and Cost Proposal from Dibble Engineering for Taxiway A Rehabilitation design phase services.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve the scope of work and cost proposal from Dibble Engineering for Taxiway A Rehabilitation design phase services."

BACKGROUND

The most recent pavement evaluation conducted by ADOT in 2017 estimates the taxiway's Pavement Condition Index (PCI) at 48 percent in 2022. In other words, the taxiway pavement is failing and has reached the end of its useful lifecycle, thereby requiring reconstruction of the pavement.

Based upon recommendations in the Airport Master Plan update, the design includes the reconstruction of Taxiways A and C; new pavement construction to create a full parallel Taxiway A; removal of an existing taxiway connector (Taxiway D); and construction of a new taxiway connector between existing Taxiway D and the Runway 32 end. All pavements will be designed to accommodate a maximum takeoff weight (MTOW) of 12,500 lbs. single-wheel configuration, which is a typical pavement strength for general aviation airports.

The project also includes taxiway/taxilane centerline striping; the installation of new

LED taxiway lighting and signage; the relocation of the Runway 32 precision approach path indicator (PAPI) power control unit and required National Environmental Policy Act (NEPA) Categorical Exclusion documentation.

JUSTIFICATION/BENEFITS/ISSUES

The taxiway pavement is failing and has reached the end of its useful life cycle, thereby requiring a reconstruction of the pavement. The project will ultimately construct the necessary pavement repairs while also improving and enhancing the overall taxiway infrastructure (pavement condition, pavement strength, taxiway geometry, and taxiway lighting) consistent with current FAA design standards.

COST/FUNDING SOURCE

On August 16, 2022, Council approved the acceptance of ADOT Grant E3S2D 01D to contribute a maximum of \$172,566.00 (90%) toward this project with the City contributing the remaining \$19,174.00 (10%) from the FY2023 Capital Budget. The grant was based on the initial engineer's estimate of \$191,740.00 provided by Kimley-Horn & Associates. Dibble's Design Phase Services Proposal is \$172,564.00.

ATTACHMENTS:

File Name	Description	Type
Independent Project Order #1 - _Taxiway_A_Design_Phase.pdf	Dibble - Design Phase Services Proposal	Cover Memo

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
DIBBLE.

[Scope of Work for Independent Project Order #1-Taxiway A Rehabilitation – Design Phase]

See following pages.

SCOPE OF WORK

Independent Project Order #1-Taxiway A Rehabilitation – Design Phase (November 15, 2022)

BACKGROUND

Via its on-call agreement for design and construction administration consulting services, the City of Cottonwood (“the City”) has contracted the services of Dibble to prepare scope of work and cost estimates for Taxiway A Rehabilitation design phase services.

The attached *Design Phase Services Proposal* presents the Dibble’s scope of work and fee schedule for the design phase services described in this Independent Project Order. As shown, the fee will be a not to exceed lump sum amount of \$172,564.00 unless as otherwise approved in writing by the City and ADOT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective November 15, 2022.

“City”

CITY OF COTTONWOOD,
an Arizona municipal corporation

Rudy Rodriguez, Interim City Manager

ATTEST:

Approved as to form:

Marianne Jimenez, City Clerk

Steve Horton, City Attorney

“Consultant”

DIBBLE

Kenneth L. Snyder, Vice President, Airport Development

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

October 31, 2022

City of Cottonwood
Cottonwood Municipal Airport
1001 W. Mingus Ave
Cottonwood, AZ 86326

Attention: Mr. Jeffrey Tripp, A.A.E., ACE
Airport Manager, Cottonwood Municipal Airport
City of Cottonwood

RE: DESIGN PHASE SERVICES PROPOSAL
ADOT Project No. E3S2D 01D
Cottonwood Airport On-Call (2023-2027)
Taxiway A Reconstruction (Design)

We appreciate the opportunity to provide Design Phase Services to the City of Cottonwood for the *Taxiway A Reconstruction* project at Cottonwood Municipal Airport. Dibble will provide the final construction plans, supporting documents, and the engineer's opinion of construction costs for these improvements. Dibble, as the prime consultant, is proposing to complete the Scope of Work, as included in this proposal, for the following fees:

Design Phase Services (Lump Sum):

1. Dibble	Base Fee	\$47,174.00
2. Dibble	Direct Costs for Expenses	\$882.72
3. SWI	Survey and Drainage Design	\$44,000.00
4. CR Engineers (DBE)	Electrical Design	\$39,114.00
5. Terracon	Geotechnical Investigation	\$30,468.00
6. SWCA	Environmental Support	<u>\$10,925.00</u>
Project Total		\$172,564.00

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhour matrices, Estimated Direct Costs (expenses), and full subconsultant proposals. We are very much looking forward to working with the City of Cottonwood and Cottonwood Municipal Airport on this project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,
Dibble

Kenneth Snyder, P.E.
Vice President, Airport Development

Duane H. Dana, P.E.
Project Manager, Airport Development

Dibble

Enclosures





SCOPE OF WORK

Taxiway A Reconstruction

Design Phase Services



Introduction

Dibble (the Engineer) has been requested by the City of Cottonwood (City) to provide design phase services for the *Taxiway A Reconstruction* project at the Cottonwood Municipal Airport (Airport). The design phase services will be funded by an ADOT grant in Fiscal Year (FY) 2023.

Taxiway A, paralleling Runway 14-32, is experiencing shrinkage block cracking and oxidation throughout the asphalt concrete (AC) pavement. This type of pavement distress is indicative of pavement which is approaching the end of its useful life. The pavement had a Pavement Condition Index (PCI) of 55 as of 2017 per ADOT's *Airport Pavement Management System (APMS)*. The ADOT APMS program forecasts that this pavement will slip below a PCI of 46 by 2023. With a PCI of 50 or below, ADOT's system indicates a need for major reconstruction of the Taxiway A pavement. Based on the current and projected PCI's, it is anticipated that the project will consist of a full-depth pavement replacement, reducing the taxiway width from 50' to 35', and replacement of pavement markings. The project also includes reconstruction of two existing taxiway connectors between Taxiway A and the main apron, reconstruction of three existing taxiway connectors and construction of one new taxiway connector between Taxiway A and Runway 14-32, removal of one existing taxiway connector, and installation of new LED taxiway lighting. The Taxiway A pavement area to be reconstructed is approximately 4,250-feet by 35-feet and includes the entire length, refer to ***Exhibit 1 – Site Plan***.

The key Dibble Team members consist of the following (Dibble staff titles below are consistent with the classifications in the Manhour Matrix included with this proposal):

- Principal & Quality Manager (Dibble) – Ken Snyder, P.E.
- Senior Project Manager (Dibble) – Duane Dana, P.E.
- Project Engineer (Dibble) – Alex Bernal, P.E.
- Planning Manager (Dibble) – Charlie McDermott, LEED AP
- Planner (Dibble) – Jenny Watts, C.M.
- Senior Designer (Dibble) – Darin Oakeley
- Survey Manager (SWI) – Aaron Borling
- Drainage Engineer (SWI) – Joseph Link, P.E.
- Electrical Engineer (CR) – Catherine Alcorn, P.E.
- Geotechnical Engineering (Terracon) – Kirk Jackson, P.E.

This proposal is based on the following: an approximate 7-month design phase (between November 2022 and May 2023). The following is the anticipated Scope of Work.

Design Phase Services (Lump Sum)

1) General Project Management and Pre-Design Tasks:

- a) Project Management and Administration: The Engineer will provide and direct project management and coordination of the design team and will provide coordination between design team members, the Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination, organization, on-going miscellaneous project communications throughout the course of the design phase, and project printing and packaging at each submittal level will also be included under this task.

Monthly invoicing shall be submitted to the Airport in a format acceptable to the Airport.

2) Design Start-Up and Data Collection:

- a) Existing Document Research and Coordination: The Engineer will gather and review all available as-builts or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport relevant to this project. This item shall also consist of reviewing the existing data available for the current pavement and subsoil conditions. This information will be coordinated with the project surveyor and geotechnical engineer so that any specific data important to the design of this project can be identified and obtained during their field activities.
- b) Private and City Utility Coordination: The Engineer will coordinate with the known private and City of Cottonwood utilities that are on the airport (Water, Wastewater, Drainage, Communications, Electrical, and Public Works Departments), specifically within or adjacent to the project limits (see attached project exhibit). This item shall also include the coordination with the Private and City Utility departments for Bluestake notification during the design phase and submitting 30% and 90% plans for their review. Plans shall be modified to include all received information from those departments/utilities on the plans. It is anticipated that no conflicts or adjustments to existing utilities will be required for this project.
- c) Survey, Coordination and Review: All survey work shall be conducted by our survey consultant, SWI, in compliance with FAA AC 150-5300-16/17/18. Survey efforts shall include documentation of the survey methodology used for data collection and accuracies thereof, along with use of existing Airport Geodetic Control, Primary and Secondary Airport Control benchmarks (PACS and SACS), provided by the Client. The survey shall utilize a robotic total station, GPS, and/or differential leveling, collecting topographic features along the project areas.

The survey effort will be coordinated with the Airport to minimize impacts to airport operations. A review of the survey data for accuracy and conformance with the FAA AGIS standards will be conducted at the beginning of the design phase by Dibble.

The survey data will further be prepared in a manner that the electronic files can be submitted to the FAA AGIS database at the close of the project, by Dibble (i.e. FAA AC 150/5300-16/17/18). All survey data shall meet or exceed the Level 1A horizontal and vertical minimum requirements for submittal to the OE/AAA website.

SWI will perform a ground-based topographic survey to establish horizontal and vertical control. Project control will be provided using NAD 83, U.S. Survey Feet (projected to ground coordinates) for horizontal datum, and NAVD 88 for vertical datum. Survey will include 50' cross sections on pavement, EOP's, PC's, PT's, pavement markings, drainage infrastructure (size, type, inverts, etc.) of culverts, catch basins and inlets, electrical (airfield lighting and signage), locations of above ground utility appurtenances, structures, and fencing. No new permanent control will be established with this project.

A topographic base map shall be drawn in AutoCad Civil 3D 2019 showing all visible existing features and utilities based on field observations and available record data. Refer to SWI's attached scope of work for more information.

- d) Base Map Development and Coordination: The Engineer will prepare multiple basemaps (surfaces, electrical and civil utilities, pavement markings, and geometric control) from the topographic survey data, pavement and utility infrastructure features collected from the field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if available), and record drawings. Also included in this item is the setup of all construction plan sheets, including: survey, horizontal control, details, notes, demolition, grading and drainage, pavement markings, pavement sections, etc. All work will be consistent with FAA and City of Cottonwood Standards, as applicable.
- e) Project Kick-Off Meeting: The Engineer will hold a Project Kick-Off meeting with the Airport, ADOT, and any airport stakeholders as determined by the Airport, and the key team members at the very beginning of the project. Discussion items include: design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional survey, geotechnical, potential phasing schemes to limit tenant impacts, etc.). A site visit will also be performed.
- f) Categorical Exclusion (CATEX) Preparation: Dibble will complete an initial environmental review of the proposed project and through consultation with the Federal Aviation Administration (FAA) will determine if the proposed project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment, and for which neither an EA nor an EIS is required. It is understood that a documented CATEX will be prepared for the proposed project in accordance with FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, paragraph 5-6.4. (e), *Categorical Exclusions for Facility Siting, Construction, and Maintenance*.

The Engineer will gather relevant and readily available environmental data about Airport property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not be limited to, previous environmental studies that have been prepared for projects at the Airport, online database sources, and information from the City of Cottonwood.

The preparation of biological and cultural resource studies will be provided by a subconsultant (SWCA); refer to SWCA's attached scope of work for more information. The Engineer shall rely on the findings from the specialized studies prepared by SWCA to support the preparation of the documented CATEX. The Engineer will review and incorporate the findings of the specialized studies into the documented CATEX.

The Engineer will prepare the required documented CATEX in accordance the FAA's Office of Airports (ARP) *Standard Operating Procedure (SOP)* 5.1 for CATEX Determinations. An initial Draft CATEX will be submitted to Airport and the FAA for a preliminary review.

The preparation of the necessary biological, historical, architectural, archeological, and cultural resource studies is included in the Scope of Work. The Engineer will also rely on readily available information to support the preparation of the CATEX.

Comments received on the draft CATEX will be incorporated into the final CATEX as applicable. The final CATEX will be re-submitted to Airport and the FAA for final review and issuance of a CATEX determination by the FAA.

CATEX Deliverables:

- Draft Documented CATEX: The FAA asks that the Engineer/Airport prepare and submit a pre-final, Draft Documented CATEX for review. The Engineer will prepare and submit this Draft CATEX per their standards and requirements.
 - Final Documented CATEX: Based on comments received by the Airport and the FAA on the pre-final Draft CATEX, the Engineer will revise and update the documented CATEX as necessary and resubmit to the Airport and FAA for final approval.
- g) Geotechnical Coordination: Field investigations in the form of drilling test borings will be conducted in accordance with FAA AC 150/5320-6G *Airport Pavement Design and Evaluation*. Preparatory work will include coordinating access and security requirements; reviewing available geotechnical information for adjacent pavements; conducting site reconnaissance of existing conditions; and obtaining Blue-Stake utility clearances for field borings.

The geotechnical consultant, Terracon, shall drill and sample test borings to adequately determine pavement and subsoil conditions and provide samples for laboratory testing. Borings in pavement will be cored before auguring and patched with non-shrink grout to fill the cores. Refer to Terracon's attached scope of work for more information.

Laboratory Analysis: Conduct sufficient laboratory tests to properly classify soils encountered and provide data for engineering design, including:

- Existing Pavement depths
- Grain Size Analysis
- Plasticity Index
- Moisture Density Relations
- CBR of existing soil
- In-place Density
- Moisture Content
- Presence of (%) Soluble Sulfates
- Ground water elevation with split spoon sampler with blow count (soil resistance)
- If over-excavation is necessary, what is the recommended depths and compaction

Geotechnical Report: Analyze the data obtained from field and laboratory testing and prepare a Draft and Final report presenting all data obtained, including individual Logs of Test Borings, Tabulation of Test Data, and recommendations including the following:

- Existing pavement and subgrade conditions, including AC thickness and base.
- Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development. Special attention will be placed on the identification of soft, wet subsoils that could affect the structural section design.
- Swell potential of in-situ and compacted soils and recommendations for control if highly expansive, (i.e. lime or cement).
- Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation, and construction of engineered fill.
- Discussion of CBR's.
- Presence of (%) Water Soluble Sulfates.

h) Drainage Coordination/Drainage Analysis/Design Report: The existing and proposed drainage structures adjacent to Taxiway A will be analyzed by our subconsultant SWI, for the immediate on-site stormwater runoff only. Offsite drainage from adjacent parcel 406-08-003A, will also be analyzed to evaluate and provide recommendations for the existing drainage channel that conveys runoff to Silver Springs.

Note: Design of drainage improvements required for future runway, taxiway or other facility expansions is not included in this proposal. Railroad Wash and the adjacent properties to the west that are currently being planned/studied by the City of Cottonwood are also not included.

SWI and the Client will work together to adhere to the following design conditions and standards:

Drainage Design Standards: The project improvements will be designed in accordance with the most current versions of FAA Advisory Circular 150/5320-5D – *Airport Drainage Design*.

Existing Conditions Hydraulics: As part of the existing condition model development, we will evaluate the existing drainage infrastructure. Culverts that are intended to remain in-place will be evaluated for compliance with FAA Advisory Circular 150/5320-5D – *Airport Drainage Design*. If found to be non-compliant, these areas will be noted for replacement or improvement.

Proposed Conditions Hydraulics: The new drainage infrastructure will be designed in conjunction with pavement profile design to comply with FAA Circular 150/5320-5D using the following methods:

- Culverts will be designed to convey the 10-year peak discharge beneath the crossing without allowing the headwater elevation to reach the center 50 percent (50%) of Taxiway A.
- Culverts will be designed to convey the 5-year peak discharge without any ponding on the pavement.
- Culverts will be designed to have a minimum flushing velocity of 3 feet per second flowing full.

When circumstances make meeting these standards impractical, we will discuss alternative options with the Airport.

Retention/Detention: Stormwater runoff from the reconstruction of Taxiway A will drain directly to Del Monte Wash, as it has historically. No retention or detention analysis is included or anticipated to be required.

Draft (30%) Drainage Report:

A Draft Drainage Report will be provided with the 30% construction documents. The drainage report will be developed for the project and will include the following:

- An executive summary, and discussions pertaining to:
 - Data collection and base mapping
 - Design requirements and any exceptions to standards
 - Offsite hydrology
 - Onsite hydrologic calculations
 - Hydraulic modeling and other calculations
 - Findings and recommendations
- Applicable appendices

90% and Final Drainage Reports:

A Final Drainage Report will be provided with 90% construction documents. A sealed drainage report will be provided with the 100% construction documents.

3) 30% Project Development:

a) 30% Design Plans: Develop 30% plans that provide the full layout of the new design for review and approval before providing final design. 30% plans shall include the following:

- Cover Sheet
- General Construction Notes (City of Cottonwood)
- Design Legend, Abbreviations
- Sheet Index
- Project Quantities Sheet
- Survey Control Sheet
- Project Site Plan
- Contractor Staging and Storage Area – including the airport access location and contractor's haul route
- Construction Phasing and Barricade Plan (3 Sheets)
- Stormwater Pollution Prevention Plan and Details (SWPPP) (3 sheets)
- Pavement and Typical Sections (1 Sheets)
- Demolition Plans (6 Sheets)
- Paving and Grading Plans (6 Sheets)
- Drainage Plan/Profile and Details (2 Sheets)
- Pavement Marking Plans (6 Sheets)
- Pavement Marking Details (2 Sheets)
- Electrical Sheets (20 Sheets)
- Geotechnical Boring Location Map
- Boring Logs (2 Sheets)

Estimated Total Sheet Count for Preliminary Submittal = 60 Total Sheets

b) Draft Engineer's Design Report: The Draft Engineer's Design Report shall be prepared in accordance with the latest FAA/ADOT outline. The Draft Engineer's Report shall provide design criteria and standards anticipated to be used in developing the construction documents (i.e. plans and technical

specifications). The report shall document the upfront investigative results such as geotechnical investigations and will document the basis of design for the project. The report shall cover the following (at a minimum):

- Project Scope of Work
- Photographs of the Project Site
- List of anticipated and applicable Design Standard (FAA AC 150/5300-13B)
- Environmental Actions and Determinations (see CATEX Section 2.f)
- Geotechnical (Soils and Grading)
- Drainage Design
- Pavement Design
- Recycling (as applicable)
- Material Availability
- Pavement Markings (FAA AC 150/5340-1M)
- Airfield Signage (FAA AC 150/5340)
- Airfield Lighting (FAA AC 150/5340)
- FAA Owned Facilities (as applicable)
- Engineer's Cost Estimate (i.e. Total Project and Construction Cost)
- DBE Participation
- Construction Safety and Phasing
- Miscellaneous Work Items
- Pre-Design Meeting Minutes
- Reference Documents (i.e. applicable FAA Advisory Circulars)

- c) Draft Contract Documents and Technical Specification: The draft contract documents and technical specifications will be developed by the Engineer in a manner consistent with the regulations and standards set forth by the funding agencies anticipated for construction, (i.e. FAA, ADOT and City of Cottonwood). To provide consistency across the airfield with long-term performance of pavements, technical specifications will be based on FAA specifications. Contract documents shall include all bidding requirements, Federal General Provisions that control the work of the Contractor, Federal Special Provisions specific to this project, City of Cottonwood Special Provisions, and Federal Technical Specifications for the materials with measurement and payment controlled on a unit price basis. The Technical Specifications will be consistent with the latest version of FAA AC 150/5370-10H *Standard Specifications for Construction of Airports*. Technical Specifications will include the following (at a minimum):

- C-100 Contractor Quality Control Program
- C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
- C-105 Mobilization
- C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- P-101 Preparation/Removal of Existing Pavements
- P-208 Aggregate Base Course
- P-152 Excavation, Subgrade, and Embankment
- P-401 Asphalt Mix Pavement
- P-403 Asphalt Mix Pavement
- P-603 Emulsified Asphalt Tack Coat
- P-605 Joint Sealants for Pavements

- P-608 Emulsified Asphalt Seal Coat
- P-620 Runway and Taxiway Markings
- D-701 Pipe for Storm Drains and Culverts
- D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- L-100 Electrical General Requirements
- L-108 Underground Cable for Airports
- L-110 Airport Underground Electrical Conduit and Duct
- L-115 Electrical Manholes and Junction Structures
- T-901 Seeding

- d) FAA FAARFIELD Pavement Design: The Engineer will develop pavement sections using the FAA FAARFIELD pavement design program in accordance with latest, available FAA Advisory Circular (AC) 150/5320-6G *Airport Pavement Design and Evaluation*.

Additionally, the Engineer will develop the required Aircraft Fleet Mix design to ensure the new pavement sections will be sufficient for the current and anticipated aircraft operations at the airport.

- e) Draft Construction Safety and Phasing Plan (CSPP): The Engineer will develop a Draft CSPP to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the latest, available FAA AC 150/5370-2G *Operational Safety on Airports During Construction*. Guidance will be provided to direct the Contractor for standards and safety consideration while performing construction activities on an airport. Construction phasing and barricade plans will also be provided in this report for reference during construction. Since this project is funded by ADOT it is not required to submit the CSPP to FAA for approval.
- f) 30% Quantities and Engineer's Opinion of Probable Construction Cost (OPCC): The Engineer will prepare a preliminary OPCC based on the preliminary construction plans on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- g) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, the Engineer will also perform additional Quality Control (QC) reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own QC, however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal as well.
- h) 30% Design Coordination Meeting & Plans-In-Hand Site Visit: This meeting will be held shortly after the 30% Submittal with ADOT and the Airport to discuss the 30% submittal. We will discuss the plans, Draft Engineer's Design Report, environmental status of the project, anticipated funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held at the Airport.

Shortly after the 30% Submittal and before proceeding with the remainder of the project, the Engineer will perform a plans-in-hand site visit to visually compare the plans and survey data to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as

utility infrastructure and structures (visible in the field), pavement markings, grades, project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected in the construction documents. This site visit will be held on the same day as the project review meeting.

- i) Airport Stakeholder Meeting: The Engineer will assist the Airport in hosting and conducting an Airport Stakeholder Meeting where the project scope, timeline, construction phasing, and impacts to operations can be discussed with the affected Stakeholders of the Airport and all else who the Airport feels would benefit from this meeting.

4) 90% Project Development:

- a) 90% Design Plans: Develop 90% plans that provide the full layout of the new design for review and approval before providing final bid documents. Refer to the 30% Design Plans list in Section 3a for the anticipated sheet list.
- b) 90% Contract Documents and Technical Specifications: The Prefinal contract documents and technical specifications will be developed by the Engineer in a manner consistent with the regulations and standards set forth by the funding agencies anticipated for construction, (i.e. FAA, ADOT and City of Cottonwood). Contract documents shall include all bidding requirements, Federal General Provisions that control the work of the Contractor, Federal Special Provisions specific to this project, City of Cottonwood Special Provisions, and Federal Technical Specifications for the materials with measurement and payment controlled on a unit price basis. The Technical Specifications will be consistent with the latest version of FAA AC 150/5370-10H *Standard Specification for Construction at Airports*. Refer to the 30% Contract Documents and Technical Specifications Section 3c for the full list of anticipated Technical Specifications.
- c) 90% Quantities and Engineer's Opinion of Probable Construction Cost (OPCC): The Engineer will prepare a Prefinal OPCC based on the 90% construction plans on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, the engineer will also perform additional Quality Control (QC) reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own QC, however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal as well.
- e) 90% Design Coordination Meeting & Plans-In-Hand Site Visit: This meeting will be held shortly after the Prefinal Submittal with ADOT and the Airport to discuss the Prefinal submittal. We will discuss the plans, engineer's report, environmental status of the project, anticipated funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held at the Airport.

Shortly after the Prefinal Submittal and before proceeding with the remainder of the project, the Engineer will perform a plans-in-hand site visit to visually compare the plans and survey data to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as

utility infrastructure and structures (visible in the field), pavement markings, grades, project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected in the construction documents. This site visit will be held on the same day of the project review meeting.

- f) Airport Stakeholder Meeting: The Engineer will assist the Airport in hosting and conducting an Airport Stakeholder Meeting where the project scope, timeline, construction phasing, and impacts to operations can be discussed with the Stakeholders of the Airport and all else who the Airport feels would benefit from this meeting.

5) 100% Final (Bid) Documents:

- a) 100% Final Plans: Sealed, 100% plans, shall have all internal and external review comments by the City, Airport, and ADOT incorporated and addressed. The plans will be prepared for the bidding phase. The bidding and construction phase will be completed under a separate grant.
- b) Final Contract Documents and Technical Specification: The final bid contract documents and technical specifications shall have all internal and external review comments by the City, Airport, and ADOT incorporated and addressed. The contract documents and technical specifications will be prepared for the bidding phase.
- c) Final Quantities and Engineer's OPCC: Based on the final construction plans and technical specifications, the Engineer shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Engineer's Design Report: The Final Engineer's Design Report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the Airport, City, and ADOT.
- e) Final Construction Safety and Phasing Plan (CSPP): The Final CSPP will be revised to include any comments from the 30% Submittal. Since this project is funded by ADOT it is not required to submit the CSPP to FAA for approval.
- f) Construction Staging and Storage Area Site Plan Submittal to OE/AAA: Prepare a final exhibit that illustrates the Contractor's Staging and Storage Area, Haul Route, anticipated construction equipment heights, location of construction equipment, and survey data meeting the Level 1A survey criteria.

Miscellaneous Scope of Work Items

6) Project Deliverables:

- a) **30% Submittal:** The 30% Submittal shall include 30% plans, Draft Engineer's Design Report, Draft CSPP, Draft Contract Documents and Technical Specifications, quantities and OPCC. This submittal shall be submitted to ADOT, Airport, and the City.
- b) **90% Submittal:** The 90% Submittal shall include 90% plans, Prefinal Contract Documents and Technical Specifications, quantities and OPCC. This submittal shall be submitted to the Airport and the City.
- c) **100% Final (Bid) Submittal:** The 100% Submittal shall include 100% Final plans, Final Engineer's Design Report, Final Contract Documents and Technical Specifications, Final CSPP, quantities and OPCC. This submittal shall be submitted to the ADOT, Airport, and the City.

Each submittal will be posted on the Dibble SharePoint database electronically (i.e. PDF documents) for the client's convenience.

7) Miscellaneous and Assumptions:

- a) Subconsultants:
 - 1. SWI – Survey and Drainage Design
 - 2. CR Engineers – Electrical Design
 - 3. Terracon – Geotechnical Evaluation
 - 4. SWCA – Environmental Resource Studies
- b) This proposal is based on an approximate 7-month design phase (between November 2022 and May 2023).
- c) All work will be done in AutoCAD Civil 3D 2019.
- d) The design phase services will be funded through a state grant. The bid and construction phases are to be FAA, State, and locally funded and should be prepared in accordance with the latest FAA Advisory Circulars.
- e) This proposal reflects the effort to produce plans and specifications for a single bid package.
- f) The estimated construction cost is \$1.7 million.
- g) The following number of trips and staff are proposed to cover all the meetings identified in this scope:
 - 1. Design Phase – 4 Trips:
 - i. Project Kick-Off Meeting (Project Manager)
 - ii. 30% Project Review Meeting and Site Visit (Project Manager and Project Engineer)
 - iii. 90% Project Review Meeting and Site Visit (Project Manager and Project Engineer)
 - iv. Stakeholder Meeting (Project Manager)
- h) All construction will occur on property owned by the Airport.


- i) Evaluations and designs are limited to the project area shown in the attached project exhibit.

8) Exclusions To This Scope of Work:

- a) Landscape or Irrigation Design Services.
- b) Structural Engineering, Mechanical, or Architectural Design Services.
- c) Environmental Evaluation or assessments (unless noted otherwise herein) including a federal EIS and EA.
- d) Permit Ready Storm Water Pollution Prevention Plans (SWPPP) (Contractor's Responsibility).



FILE: R:\Proposals\Airport Infrastructure\ARIZONA\On-Call Cottonwood\Task 01 - Taxiway A Reconstruction\GIS\PS2-TW A Reconstruction-Site Plan.mxd DATE: 10/25/2022 TIME: 5:26:26 PM



COTTONWOOD MUNICIPAL AIRPORT

TAXIWAY A RECONSTRUCTION - DESIGN ONLY

LEGEND

NEW PAVEMENT

REMOVE PAVEMENT


PROJECT DESCRIPTION:
RECONSTRUCTION OF TAXIWAY A, REDUCING THE PAVEMENT WIDTH FROM 50' TO 35'; RECONSTRUCTING THREE EXISTING TAXIWAY CONNECTORS BETWEEN TAXIWAY A AND RUNWAY 14-32; CONSTRUCTION OF TWO NEW TAXIWAY CONNECTORS BETWEEN TAXIWAY A AND THE MAIN APRON, AND ONE NEW TAXIWAY CONNECTOR BETWEEN TAXIWAY A AND RUNWAY 14-32; REMOVAL OF ONE EXISTING TAXIWAY CONNECTOR BETWEEN TAXIWAY A AND RUNWAY 14-32; UPDATED LED TAXIWAY LIGHTING AND MARKING; RE-STRIPING APRON AREA; NEPA CATEGORICAL EXCLUSION.

TAXIWAY A
LENGTH = 4,250 FT
WIDTH = 35 FT
TOTAL TAXIWAY AREA = 16,528 SY

CONNECTOR TAXIWAYS
TOTAL AREA = 2,000 SY

TOTAL NEW PAVEMENT AREA = 18,528 SY

SITE PLAN



0250500
FT




EXHIBIT 1

Firm: Dibble
On-Call Engineering
Project: **Taxiway A Reconstruction**
Design Phase Services
Cottonwood Municipal Airport
Date: 10/31/2022



Contract Number: TBD
Project Number: TBD
Task Number: 1
Amendment Number: NA
ADOT Number: E3S2D 01D

Summary	Dibble	Subs
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A. Design Phase Services

	Fee	Type	
1 Dibble.....	\$48,056.72	Lump Sum	\$48,056.72
2 SWI (Survey and Drainage).....	\$44,000.00	Lump Sum	\$44,000.00
3 CR Engineers (Electrical).....	\$39,114.00	Lump Sum	\$39,114.00
3 Terracon (Geotechnical).....	\$30,468.00	Lump Sum	\$30,468.00
4 SWCA (Environmental Support).....	\$10,925.00	Lump Sum	\$10,925.00
Design Phase Subtotal.....	\$172,563.72		\$48,056.72
			\$124,507.00

	TOTAL	Dibble	Subconsultants
Total.....	\$172,563.72	\$48,056.72	\$124,507.00
		<i>DBE Participation (CR)</i>	22.7%
		<i>Local participation (SWI)</i>	25.5%

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Taxiway A Reconstruction	Task Number:	1
	Design Phase Services	Amendment Number:	NA
	Cottonwood Municipal Airport	ADOT Number:	E3S2D 01D
Date:	10/31/2022		

DESIGN PHASE SERVICES SUMMARY			
Classification	Total Hours	Billing Rates	Total Costs
1 Principal & Quality Manager	20	\$240.00	\$4,800.00
2 Planning Manager	8	\$205.00	\$1,640.00
3 Senior Project Manager	51	\$210.00	\$10,710.00
4 Planner	12	\$169.00	\$2,028.00
5 Project Engineer	102	\$170.00	\$17,340.00
6 Senior Designer	74	\$144.00	\$10,656.00
7 Admin Assistant	0	\$85.00	\$0.00

Totals:	267		\$47,174.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$0.00	Direct Cost
2 Travel (Dibble).....	\$622.72	Direct Cost
3 Meals (Dibble).....	\$260.00	Direct Cost

Sub-Total for Direct Costs..... **\$882.72**

DESIGN PHASE SERVICES SUBCONSULTANTS

Firm	Cost	Type of Compensation
1 SWI (Survey and Drainage).....	\$44,000.00	Lump Sum
2 CR Engineers (Electrical).....	\$39,114.00	Lump Sum
3 Terracon (Geotechnical).....	\$30,468.00	Lump Sum
4 SWCA (Environmental Support).....	\$10,925.00	Lump Sum

Sub-Total for Subconsultants: **\$124,507.00**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$172,564.00

Firm:	Dibble On-Call Engineering	Contract Number: TBD Project Number: TBD Task Number: 1 Amendment Number: NA ADOT Number: E3S2D 01D
Project:	Taxiway A Reconstruction Design Phase Services Cottonwood Municipal Airport	
Date:	10/31/2022	

DESIGN PHASE SERVICES - ESTIMATED MANHOURS								
TASK	PRINCIPAL & QUALITY MANAGER	PLANNING MANAGER	SENIOR PROJECT MANAGER	PLANNER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management and Pre-Design Tasks								
1a Project Management & Administration			4		2			6
2 Design Start-Up and Data Collection								
2a Existing Document Research and Coordination					2			2
2b Private and City Utility Coordination					2			2
2c Survey, Coordination and Review						4		4
2d Base Map Development and Coordination			1		2	4		7
2e Project Kick-Off Meeting			2					2
2f Categorical Exclusion (CATEX) Preparation		8		12	8			28
2g Geotechnical Coordination					2			2
2h Drainage Coordination					2			2
3 30% Project Development								
3a 30% Design Plans			4		8	24		36
3b Draft Engineer's Design Report			2		8	4		14
3c Draft Contract Documents and Technical Specifications			4		8			12
3d FAA FAARFIELD Pavement Design			2		2			4
3e Draft Construction Safety and Phasing Plan			4		8	4		16
3f 30% Quantities and Engineer's OPCC					4			4
3g Internal QA/QC Project Review	10							10
3h 30% Design Coordination Meeting & Plans-In-Hand Site Visit			4		4			8
3i Airport Stakeholder Meeting			4					4
4 90% Project Development								
4a 90% Design Plans			2		4	18		24
4b 90% Contract Documents and Technical Specifications			4		4			8
4c 90% Quantities and Engineer's OPCC					4			4
4d Internal QA/QC Project Review	10							10
4e 90% Design Coordination Meeting & Plans-In-Hand Site Visit			4		4			8
4f Airport Stakeholder Meeting			4					4
5 100% Final (Bid) Documents								
5a 100% Final Plans			2		4	12		18
5b Final Contract Documents and Technical Specifications			1		8			9
5c Final Quantities and Engineer's OPCC			1		2			3
5d Final Engineer's Design Report			1		4			5
5e Final Construction Safety and Phasing Plan			1		4			5
5f Construction Staging & Storage Area Site Plan (OE/AAA)					2	4		6
TOTAL HOURS BY CLASSIFICATION	20	8	51	12	102	74	0	267

Firm:	Dibble On-Call Engineering	Contract Number: TBD Project Number: TBD
Project:	Taxiway A Reconstruction Design Phase Services Cottonwood Municipal Airport	Task Number: 1 Amendment Number: NA ADOT Number: E3S2D 01D
Date:	10/31/2022	

DESIGN PHASE SERVICES DIRECT COSTS

1. PRINTING (30%, 95% and 100% 'Bid Set' Submittals)

a.	0	Submittals of (2 Copies Full-Size Bond Plans)	60 sheets =	60 Sheets @	\$2.50 /sheet	\$0.00
b.	0	Submittals (4 Copies Scaled 1/2-Size Plans)	60 sheets =	60 Sheets @	\$0.50 /sheet	\$0.00
c.	0	Plotting	60 sheets =	60 Sheets @	\$0.50 /sheet	\$0.00
d.	0	Submittals for Spec Book (2 copies @ 400 pages each)	@	200 Sheets @ (double-sided)	\$0.06 /sheet	\$0.00
e.	0	Submittals for Eng. Report (2 copies @ 400 pages each)	@	200 Sheets @ (single-sided)	\$0.06 /sheet	\$0.00

DESIGN PHASE TOTAL **\$0**

2. Travel (ADOT or On-Call Contract Rates, whichever govern)

c.	4	Trips (Vehicle)	278 miles per trip	\$0.560 /mile	\$622.72
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DESIGN PHASE TOTAL **\$623**

3. MEALS (ADOT or On-Call Contract Rates, whichever govern)

a.	4	All Day Site Visits	1 Person per visit on average (Project Manager)	\$66.00 /Day per person	\$264.00
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DESIGN PHASE TOTAL **\$260**



Shephard  Wesnitzer, Inc.

1756 East Villa Drive Suite C-11
Cottonwood, AZ 86326

P.O. Box 3924
Sedona, AZ 86340

928.639.2712

www.swiaz.com

Engineering an environment of excellence.

PROPOSAL / AGREEMENT FOR PROFESSIONAL SERVICES

Ref. No. 22500
October 20, 2022

BETWEEN: Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, AZ 85020 ("CLIENT")

AND: Shephard-Wesnitzer, Inc.
P.O. Box 3924
Sedona, AZ 86340 ("SWI")

FOR THE PROJECT: Drainage Design and Survey Services
Taxiway A Reconstruction ("PROJECT")
Cottonwood Municipal Airport
APN: 406-08-002P ("SITE")
1001 W. Mingus Ave.
Cottonwood, AZ

The Client and SWI do hereby agree as follows:

1.0 DESCRIPTION OF PROJECT

Information provided by Client indicates that the Project will consist of Taxiway A reconstruction at the Site in the City of Cottonwood, Arizona. The site plan provided by the Client on October 3, 2022 is the basis for the design.

2.0 PURPOSE

The purpose of our Engineering Services will be to provide topographic surveying and prepare the drainage report for the Client's use in obtaining design approvals from the City of Cottonwood and ADOT.

Client's Initials _____

SEDONA COTTONWOOD FLAGSTAFF PRESCOTT

3.0 SCOPE OF SERVICES

We propose to provide the following:

Item No.	Description	Fee
1.	<p>Site Topographic Survey:</p> <p>All survey work shall be conducted in compliance with FAA AC 150-5300-16/17/18. Survey efforts shall include documentation of the survey methodology used for data collection and accuracies thereof, along with use of existing Airport Geodetic Control, Primary and Secondary Airport Control benchmarks (PACS and SACS), provided by the Client. The survey shall utilize a robotic total station, GPS, and/or differential leveling, collecting topographic features along the project areas.</p> <p>The survey effort will be coordinated with the Airport to minimize impact to airport operations. A review of the survey data for accuracy and conformance with the FAA AGIS standards will be conducted at the beginning of the design phase by the Client.</p> <p>The survey data will further be prepared in a manner that the electronic files can be submitted to the FAA AGIS database at the close of the project, by the Client (i.e. FAA AC 150/5300-16/17/18). All survey data shall meet or exceed the Level 1A horizontal and vertical minimum requirements for submittal to the OE/AAA website.</p> <p>SWI will perform a ground based topographic survey to establish horizontal and vertical control. Project control will be provided using NAD 83, U.S. Survey Feet (projected to ground coordinates) for horizontal datum, and NAVD 88 for vertical datum. Survey will include 50' cross sections on pavement, EOP's, PC's, PT's, pavement markings, drainage infrastructure (size, type, inverts, etc.) of culverts, catch basins and inlets, electrical (airfield lighting and signage), locations of above ground utility appurtenances, structures, and fencing.</p> <p>SWI will tie into local airport PACS and SACS survey control. No new permanent control will be established with this project. The survey will include horizontal and vertical locations of existing pavements, facilities, striping, lighting, utilities and manhole invert elevations impacted by this project. All existing storm drain manholes and inlets will be opened, pipe sizes confirmed and invert flow lines measured, compared and confirmed from record drawings.</p>	\$10,000

A base map shall be drawn in AutoCad Civil 3D 2019 showing all visible existing features and utilities based on field observations and available record data.

2. Drainage Analysis / Design Report: \$28,000

Based on the site plan provided by the Client, the existing and proposed drainage structures adjacent to Taxiway A will be analyzed for the immediate on-site stormwater runoff only. Offsite drainage from adjacent parcel 406-08-003A, will also be analyzed to evaluate and provide recommendations for the existing drainage channel that conveys runoff to Silver Springs.

Note: Design of drainage improvements required for future runway, taxiway or other facility expansions is not included in this proposal. Railroad Wash and the adjacent properties to the west that are currently being planned/studied by the City of Cottonwood are also not included.

SWI and the Client will work together to adhere to the following design conditions and standards:

Drainage Design Standards

The project improvements will be designed in accordance with the most current versions of FAA Advisory Circular 150/5320-5D – Airport Drainage Design.

Existing Conditions Hydraulics

As part of the existing condition model development, we will evaluate the existing drainage infrastructure. Culverts that are intended to remain in-place will be evaluated for compliance with FAA Advisory Circular 150/5320-5D – Airport Drainage Design. If found to be non-compliant, these areas will be noted for replacement or improvement.

Proposed Conditions Hydraulics

The new drainage infrastructure will be designed in conjunction with pavement profile design to comply with FAA Circular 150/5320-5D using the following methods:

- Culverts will be designed to convey the 10-year peak discharge beneath the crossing without allowing the headwater elevation to reach the center 50 percent (50%) of Taxiway A.
 - Culverts will be designed to convey the 5-year peak discharge without any ponding on the pavement.
 - Culverts will be designed to have a minimum flushing velocity of 3 feet per second flowing full.
-

When circumstances make meeting these standards impractical, we will discuss alternative options with the Airport.

Retention/Detention

Stormwater runoff from the reconstruction of Taxiway A will drain directly to Del Monte Wash, as it has historically. No retention or detention analysis is included or anticipated to be required.

Draft (30%) Drainage Report

A draft drainage report will be provided with the 30% construction documents. The drainage report will be developed for the project and will include the following:

- An executive summary, and discussions pertaining to:
- Data collection and base mapping
- Design requirements and any exceptions to standards
- Offsite hydrology
- Onsite hydrologic calculations
- Hydraulic modeling and other calculations
- Findings and recommendations
- Applicable appendices

90% and Final Drainage Reports

A final drainage report will be provided with 90% construction documents. A sealed drainage report will be provided with the 100% construction documents.

3. Project Meetings & Coordination:	\$6,000
Coordination with the Client, City and design team. Preliminary design and project meetings in support of the final design for an anticipated 16 week duration.	

Total Fee \$44,000.00

4.0 SCHEDULE

Work will be scheduled upon receipt of a signed copy of this agreement. Scope Item No. 1 work is anticipated to start within 60 days. Remaining design task schedules will be coordinated with the Client and City timeframes, with anticipated completion in 2023.

5.0 ASSUMPTIONS

- a. Proposal is based on information provided by the Client.
- b. SWI will have full access to the Site for the purposes of this work.
- c. Existing property boundary monumentation is assumed to exist on the property sufficient to relate the record boundary.
- d. Base background drawings to be provided by Client, or City in AutoCAD 2018 format if needed.

- e. Applications for approval to construct to be submitted by the Client.
- f. An engineer's opinion of probable cost of construction is excluded from this proposal.
- g. Structural design is excluded from this proposal.
- h. Construction surveying is not included. However, at the Client's request SWI will provide a separate proposal upon approval of construction plans.
- i. The Landscape Plan is to be provided by a Landscape Designer if required.
- j. The client or client's contractor is responsible for obtaining all applicable construction permits for this job
- k. The design of the dry utilities will be prepared by the Utility Owner. Any dry utility information provided to SWI in AutoCAD format will be included on plans for reference only.
- l. The Client shall contract with geotechnical engineer to provide soils information for on site design.

6.0 MANNER OF PAYMENT

Billing for work in progress will be made on a monthly basis. Payment is due upon receipt of monthly billings. ~~Late fees at the rate of 2% interest on balance owed will be assessed to client for delays in payments in excess of 30 days from the date of invoice. Services will be halted due to delays in payment. Final revisions to calculations and drawings will be released upon receipt of final payment.~~

Shane H. Bama

7.0 FEES

The cost of Civil Engineering services for scope items 1 thru 3 is a lump sum fee of \$44,000.00, including reimbursable expenses. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions to the site plans instigated by others will be performed, only upon your authorization, in accordance with our current standard fee schedule. Current standard hourly rates are subject to change as current year expires. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by SWI will be required. Fees are based on work proceeding in a timely manner with project design completed within 1 calendar year.

8.0 ~~STANDARD SWI TERMS AND CONDITIONS~~

~~Attached hereto and incorporated by the reference are the SWI Standard Terms and Conditions, which shall govern this agreement.~~

Shane H. Bama

9.0 SERVICES NOT INCLUDED

Boundary survey, construction staking, geotechnical investigations, environmental studies, archeological studies, or any other work not specifically identified in Section 3.0, Scope of Services. All agency and/or permitting fees are to be paid by Client.



October 13, 2022

Dibble Engineering
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020

Attn.: Mr. Duane Dana, P.E.

Re: Project Name: Cottonwood Municipal Airport
Taxiway A Reconstruction
ADOT Project No. E3S2D-01D
Proposal for Electrical Engineering Design Services
CRE Proposal No.: 22038

Dear Mr. Dana,

We thank you for choosing our firm to work as your designer for the above project. We are pleased to present our proposal in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant. The attached Terms & Conditions are a part of this proposal. Please feel free to call if you need to discuss them.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Catherine Alcorn', is written over a light blue horizontal line.

Catherine Alcorn, P.E.
President

O:_22000\22038 Cottonwood Airport Taxiway Reconstruction\22038 Proposal.docx

SCOPE OF WORK
COTTONWOOD MUNICIPAL AIRPORT
TAXIWAY A RECONSTRUCTION
ADOT Project No. E3S2D-01D
Electrical Design Services

Prepared by CR Engineers, Inc.
OCTOBER 13, 2022

CR Engineers (CRE) shall prepare electrical designs, plans, specifications, quantities, and estimates, for the electrical and airfield lighting and signage additions and modifications associated with the reconstruction of the Taxiway A at Cottonwood Municipal Airport. The existing taxiway A is being entirely reconstructed and narrowed to 35' from existing 50'. The scope of work includes the reconstruction of three existing taxiway connectors between Taxiway A and Runway 14-32; construction of two new taxiway connectors between Taxiway A and the main apron, and one new taxiway connector between Taxiway A and Runway 14-32; removal of one existing taxiway connector between Taxiway A and Runway 14-32; updated LED taxiway lighting and marking; and re-striping apron area.

The electrical design will include the following components:

- New LED taxiway edge lights, conduit and cable systems for the relocation Taxiway A and connector Taxiways. The existing Taxiway A is currently unlit and has retroreflectors which will require removal.
- All existing signs are on the runway circuit, including taxiway signs so the runway circuit will be affected to rewire the taxiway signs to the new taxiway circuit, particularly for connector relocation.
- Segments of infield PAPI and REIL conduits through infield impacted by connector relocation and require relocation/replacement.
- Existing pull boxes need replacements with aircraft rated 2' x3' hand holes to reconnect existing 2-3" duct crossings.
- The scope of work within the electrical airfield lighting vault will consist of the following:
 - Taxiway A will require a new constant current regulator (CCR) for the new LED taxiway edge lights and signage. A new L-821 panel will be provided to control the new lighting systems on Taxiway A. A new airfield lighting cable homerun will be installed from the airfield lighting vault to the taxiway with additional conduit infrastructure for the future runway lighting, PAPI, REIL and signage replacements. It is not anticipated that the existing vault electrical service will require replacement or upgrade.

The following services will be provided:

1. Airfield Traffic Analysis/Phasing

CRE will assist in electrical issues related to the construction phasing study and plans for the construction within the runway and taxiway safety areas and runway safety/approach areas.

2. FAA/ADOT Documentation

CRE will prepare the electrical portion of the Engineer's report including project scope, design standards used, lighting and signage design and criteria, and estimated costs and quantities.

3. Specifications

Technical Specifications: CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

Submittals:

The 30% Submittal will include a draft engineer's report, preliminary design plans, outline technical specification, and preliminary cost estimates.

The 90% preliminary design submittal will include preliminary electrical design plans, preliminary specifications, electrical portion of engineer's report, and cost estimates.

The 100% final design submittal will include (Bid Set) final electrical design plans, specifications, and cost estimates.

Meetings:

CRE will also attend the following meetings: design kick-off meeting and 2 review meetings.

Exclusions

1. Bid Assistance and Construction Administration Services are not included (and are anticipated to be contracted at a later date).

Fees

See attached Exhibit B for proposed fee schedule and detailed task descriptions.

Exhibit B - CR Engineers, Inc.
Fee Proposal Summary

Project Name: **Cottonwood Municipal Airport**

Taxiway A Reconstruction - ADOT Project No. E3S2D-01D

Date: **13-Oct-22**

CRE Project Number: **22038**

FEES

Overhead Rate: 150 %

Profit Margin: 10 %

1.0 Design Fees \$38,807

Total Fees \$38,807

ESTIMATED EXPENSES AND ALLOWANCES

Auto mileage (\$0.445/mile) \$307

(230 miles roundtrip: 3 trips)

Total estimated expenses \$307

GRAND TOTAL \$39,114

CR Engineers, Inc.
1.0 Design Fee Proposal Worksheet

Project Name: **Cottonwood Municipal Airport**

Taxiway A Reconstruction - ADOT Project No. E3S2D-01D

Date: **13-Oct-22**

CRE Project Number: **22038**

	Task Description	Quantity	Project Manager, PE	Senior Designer	Sen.Field Inspector	CADD Designer	Project Assistant	Total Hours
1.1	Meetings & Site Visits							
1.1.1	Site Visit(s)			8.0	8.0			16.0
1.1.2	Design Kick- Off Meeting	1	1.0	1.0				2.0
1.1.3	Review Meeting	2	7.0	7.0				14.0
1.2	Contract Documents							
1.2.1	Electrical Drawing(s)		16.0	72.0	22.0	80.0		190.0
1.2.2	Specifications		4.0	12.0			8.0	24.0
1.2.3	Cost Estimate/Quantities		3.0		16.0			19.0
1.2.4	Engineer's Report		2.0	6.0				8.0
1.2.5	30% Submittal QA/QC		4.0	2.0	2.0	4.0	1.0	13.0
1.2.6	95% Submittal QA/QC		8.0	4.0	2.0	6.0	1.0	
1.2.7	100% Bid Ready Submittal QA/QC		2.0	2.0	1.0	4.0	1.0	10.0
1.2.8	Client Coordination		2.0	2.0	2.0	2.0	1.0	9.0
1.0	Totals		49.0	116.0	53.0	96.0	12.0	305.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$66.80	\$43.75	\$43.15	\$33.15	\$24.51	
	Direct Labor:		\$3,273	\$5,075	\$2,287	\$3,182	\$294	
	Overhead:		\$4,910	\$7,613	\$3,430	\$4,774	\$441	
	Overhead + Direct Lab:		\$8,183	\$12,688	\$5,717	\$7,956	\$735	
	(OH + Direct) x Profit:		\$818	\$1,269	\$572	\$796	\$74	
1.0	Total Fees		\$9,001	\$13,956	\$6,289	\$8,752	\$809	\$38,807



2704 S Prairie Ave
Pueblo, CO 81005
P (719) 545-3448
Terracon.com

October 27, 2022

Dibble & Associates Consulting Engineers, Inc.
2696 South Colorado Blvd, Suite 585
Denver, Colorado

Attn: Duane Dana

P: (480) 757-7876

E: duane.dana@dibblecorp.com

RE: Proposal for Pavement Engineering Services, Rev. 1
Cottonwood Municipal Airport - Taxiway A Reconstruction
1001 W Mingus Ave
Cottonwood, Arizona
Terracon Proposal No. P65225277

Dear Mr. Dana:

We appreciate the opportunity to submit this proposal to Dibble & Associates Consulting Engineers, Inc. (Dibble) to provide Pavement Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$30,468. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon

A handwritten signature in blue ink, appearing to read "Kirk D. Jackson".

Kirk D. Jackson, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Joseph A. Phillips".

Joseph A. Phillips, P.E.
Sr. Materials Engineer / Principal

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Dibble and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Dibble and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description and Information Provided	<p>The project includes the reconstruction of Taxiway A and the following taxiway connectors:</p> <p>Reconstruction of three existing taxiway connectors between Taxiway A and Runway 14-32; Construction of two new taxiway connectors between Taxiway A and the main apron, and one new taxiway connector between Taxiway A and Runway 14-32; Removal of one existing taxiway connector between Taxiway A and Runway 14-32; Updated LED taxiway lighting and marking; Re-striping apron area; NEPA categorical exclusion.</p>
Pavements	<p>The dimensions of the proposed improvements were provided by Dibble and include the following:</p> <p>Taxiway A Length = 4,250 FT Width = 35 FT Total Taxiway Area = 148,750 SF</p> <p>Connector Taxiways Total Area = 18,000 SF</p> <p>Total New Pavement Area = 166,750 SF</p> <p>We assume Dibble will provide the design fleet mix required for the pavement design, including the type and weight of each aircraft, as well as assumed growth rates.</p> <p>The pavement design period is 20 years</p>

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 1001 W Mingus Ave in Cottonwood, Arizona. (See Exhibit D – Site Location)
Existing Improvements	The site consists of asphalt surfaced runways and taxiways and other associated pavements, and unpaved infields.
Existing Topography	The topography slopes gently to the north-northwest. Boring depths have been estimated in part with this information and improved topographic information should be provided if available.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed project, and review of geologic maps indicates the subsurface conditions consist of alluvial deposits with varying amounts of fines. We do not expect to encounter groundwater within our borings.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Dibble requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
8	10	Taxiway A

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Three samples will be obtained in the upper 5 feet of each boring. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling, if encountered.

One Dynamic Cone Penetrometer (DCP) test will be performed at each boring location using a Kessler Dual-Mass or Single-Mass DCP in general accordance with ASTM D 6951 Standard Test method for Use of the Dynamic Cone Penetrometer in Shallow Pavement Applications. The results of the DCP testing will be used to supplement our recommendations for the subgrade support characteristics for the hangar apron pavements.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling

information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including.

We will backfill borings with a blend of neat cement and auger cuttings. Pavements will be patched with black dyed non-shrink grout. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

The geotechnical exploration is proposed to be conducted on the airside of the fence at an active airport. We have assumed that coordination efforts with the airport and the FAA will be conducted by Dibble to provide the exploration crews safe access to the taxiway. We understand from conversations with you that this work will not be required to be performed at night, and our proposal is valid for day-time access only. Terracon will abide by all safety and regulatory requirements prior to and during the exploration. We assume Terracon will be notified of any requirements with reasonable notice to accommodate the requirements into the exploration activities. All drilling rigs and support vehicles will be equipped with flashing yellow beacons. The mast of the drilling rig will be affixed with an orange and white checkered flag to alert approaching aircraft. We assume a specific maximum drill rig mast height is not required.

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Arizona 811 Center. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this

consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, our fees assume boring locations will be accessible without delay to our field crew and drill rig equipment. We understand from conversations with you that this work will not be required to be performed at night, and our proposal is valid for day-time access only.

Laboratory Testing

The project engineer will review the field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The following table outlines the laboratory testing anticipated for the project.

Laboratory Test	Number of Tests
Sieve Analysis (ASTM C136)	4
Sieve and Hydrometer: 3" Minus w/Specific Gravity (ASTM D7928)	4
Plasticity Index of Soils, Dry (ASTM D4318)	8
Moisture and Density (ASTM D2937)	24
Compaction Characteristics of Soil (ASTM D1557)	5
California Bearing Ratio 3-Point (ASTM D1883)	5
Soluble Sulfates (ARIZ 733b)	4
Eades Grim Method Lime/Soil Proportions (ASTM D6276)	4

Laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards. The number and type of tests may vary depending on the sample quality and quantity. Samples obtained during the field exploration will be discarded 30 days after the date the geotechnical engineering report (unless sample storage beyond the 30 days is incorporated into our scope of work and fees).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a preliminary geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- FAARFIELD 2.0 pavement design analysis for Taxiway A in general accordance with AC 150/5320-6G
- FAARFIELD 2.0 preliminary Pavement Classification Rating (PCR) of Taxiway A after completion of reconstruction

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Pavement Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3-5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. We should be retained to conduct a review of plans and specifications. Such a review would include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
1. Project Set-up and Coordination	\$1,530
2. Field Exploration	
2.2 Field Engineering, Logging and Sampling	\$5,209
2.1 Subcontracted Exploration Services	\$9,524
3. Laboratory Testing Services	\$8,820
4. Engineering and Report Preparation	\$5,385
Total	\$30,468

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$2,568 would be invoiced. A drill crew standby rate of \$165 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Pavement Engineering Services Rev. 1

Cottonwood Municipal Airport - Taxiway A Reconstruction | Cottonwood, Arizona

October 27, 2022 | Terracon Proposal No. P65225277



Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	TBD
Geotechnical Engineering	15 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

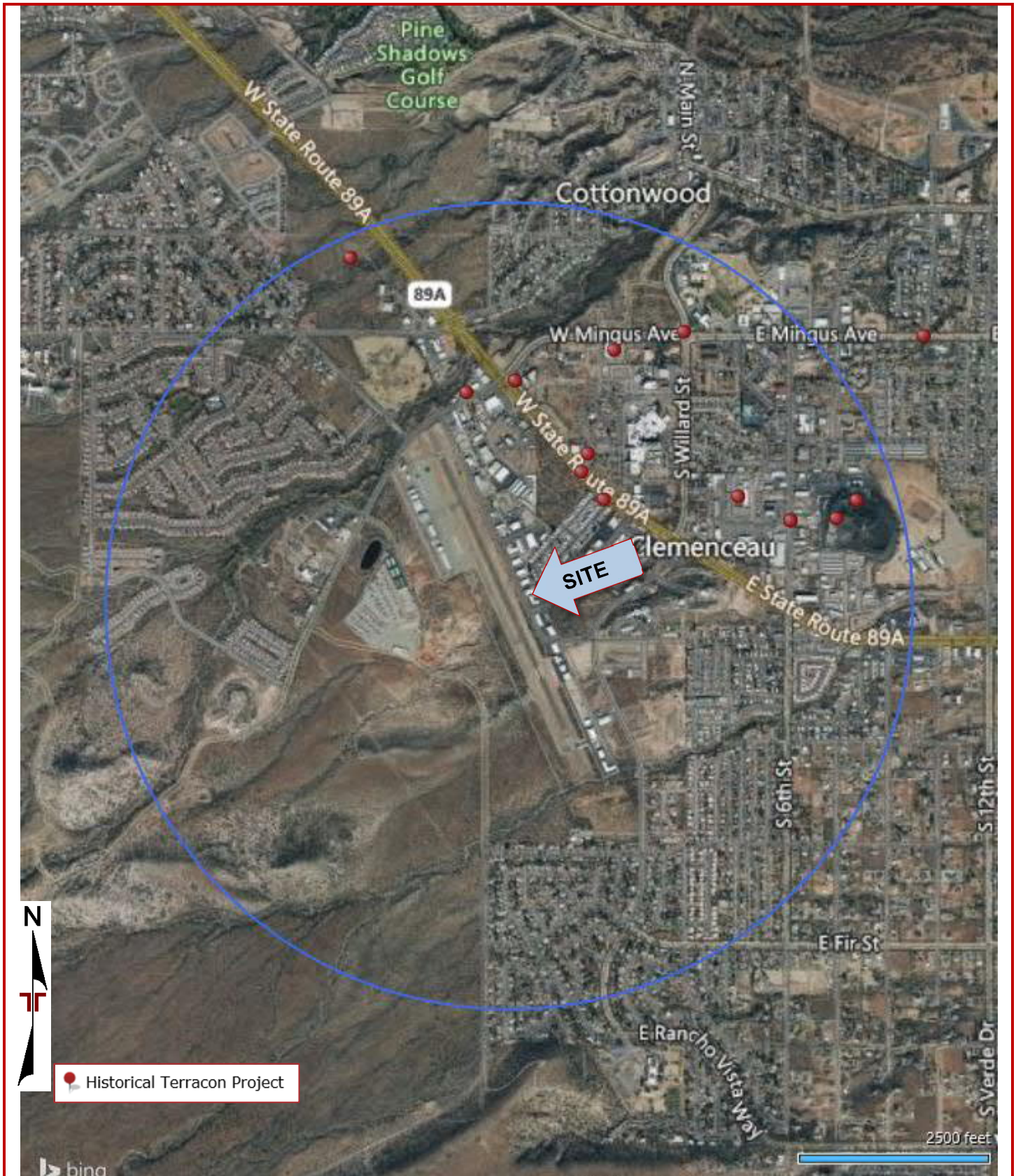
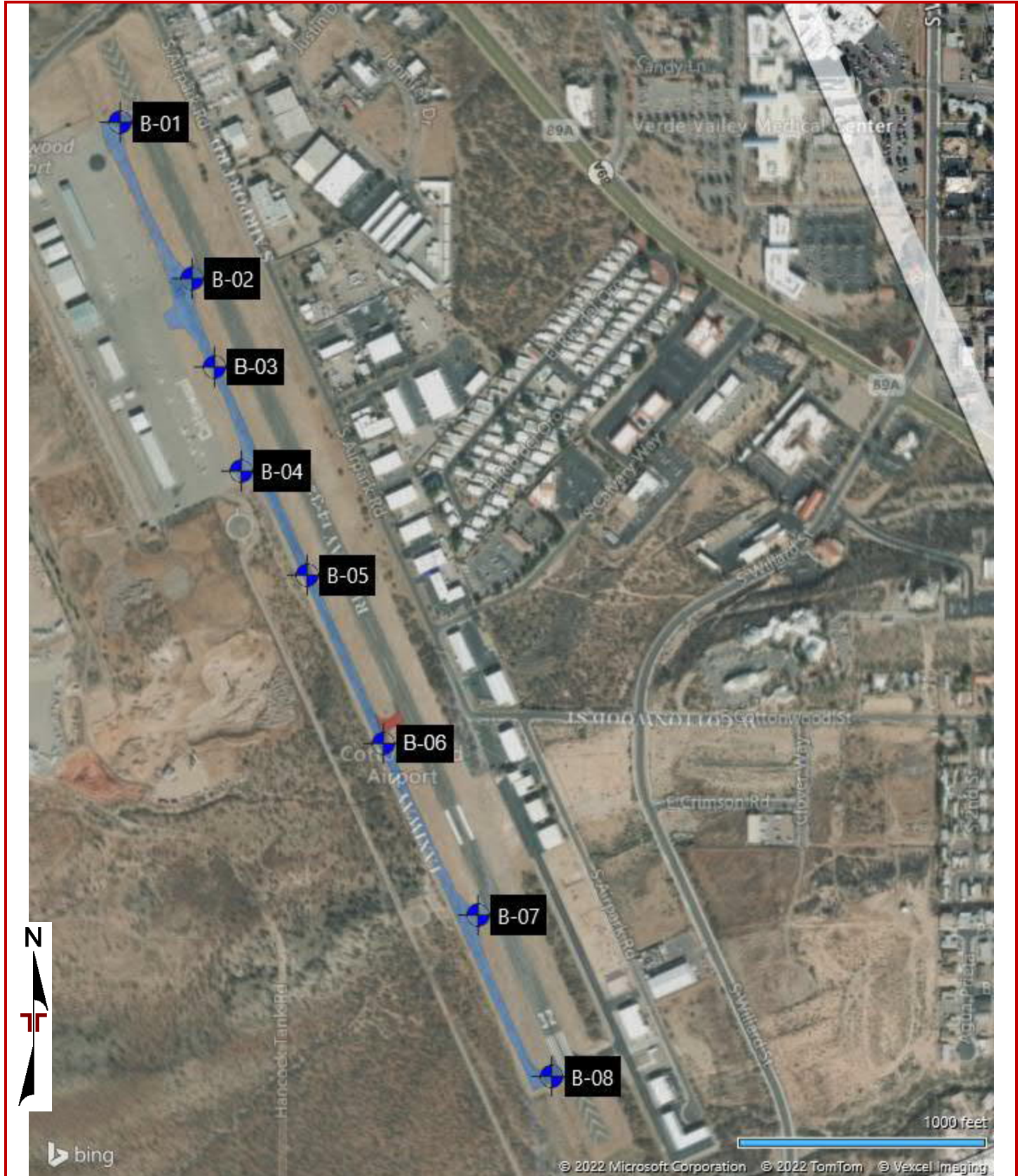


Exhibit E – Anticipated Exploration Plan





ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

343 West Franklin Street
Tucson, Arizona 85701
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www.swca.com

October 10, 2022

Charlie McDermott, Aviation Planning Manager
Senior Airport Project Manager
Dibble
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020-4669
Submitted via email: charlie.mcdermott@dibblecorp.com

Re: Cottonwood Airport Taxiway A Reconstruction Project in Yavapai County, Arizona

Dear Charlie:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Cottonwood Airport Taxiway A Reconstruction project in Yavapai County, Arizona. It is our understanding that this project will require the following: 1) biological resources and 2) cultural resources.

The cost to complete these tasks, as described in the attached scope of work, is a **Fixed-Fee** total of **\$10,925.00**. We understand that this project falls under your on-call contract with the City of Cottonwood, for which SWCA was named as a subcontractor for environmental tasks. However, no specific rates were included. The cost estimate is valid for 6 months, after which time we reserve the right to create a new cost estimate.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please contact us for contractual arrangements. After receipt of a signed contract, we will be able to start work immediately. Please contact me at (520) 348-3384 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Eleanor R. Gladding". The script is cursive and fluid.

Eleanor R. Gladding
Lead Biologist

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble is assisting the Cottonwood Airport (P52) under its on-call contract that SWCA is listed as an environmental subcontractor on a proposed project for Taxiway A reconstruction in Cottonwood, Yavapai County, Arizona. The project includes the reconstruction of three existing taxiway connectors between Taxiway A and Runway 14-32; construction of two new taxiway connectors between Taxiway A and the main apron, and one new taxiway connector between Taxiway A and Runway 14-32; removal of one existing taxiway connector between Taxiway A and Runway 14-32; updated LED taxiway lighting and marking; re-striping apron area; National Environmental Policy Act (NEPA) categorical exclusion (CATEX).

The project area is approximately 3.83 acres and includes the following:

- Taxiway A: Length = 4,250 feet; Width = 35 feet
- Total Taxiway Area = 148,750 square feet
- Connector Taxiways: Total Area = 18,000 square feet
- Total New Pavement Area = 166,750 square feet

The project would be funded through an Arizona Department of Transportation (ADOT) grant for design only (ADOT Project No. E3S2D-01D) and would require a Federal Aviation Administration (FAA) CATEX. Thus, Dibble is requesting biological and cultural resource services to use in the preparation of the CATEX.

PHASE 1. BIOLOGICAL RESOURCES

It is our understanding that the project area is located within the boundaries of P52 and is within a fully developed area. However, documentation regarding the biological environment and relevant regulations are still required for the project's NEPA documentation.

Prior to the site visit, an SWCA biologist will review the U.S. Fish and Wildlife Service species list for Yavapai County generated through the Information for Planning and Consultation system and will also review the online occurrence records for special-status species near the project area using the Arizona Game and Fish Department Arizona Heritage Geographic Information System online environmental review tool. The SWCA biologist will then visit the project area to document the existing conditions and record any information related to the following regulations: Endangered Species Act (ESA), Migratory Bird Treaty Act, Arizona Department of Agriculture (ADA) administered Arizona Native Plant Law, and ADA noxious weed regulations. In addition, Section 404 and the Clean Water Act will be addressed.

SWCA will then prepare a short letter report to document our findings and any recommendations we may have regarding the results of our data reviews and site visit. This report will be delivered as an electronic (PDF) file. SWCA anticipates being able to provide this report within 3 to 4 weeks upon receipt of a fully executed contract and notice to proceed.

Cost to complete Phase 1: \$5,435.00

PHASE 2. CULTURAL RESOURCES

SWCA will conduct a cultural resources inventory of the project area, including areas identified for new pavement improvements and pavement removal for one of the existing taxiway connectors. The inventory will include three components—background research, fieldwork, and report preparation. These components are detailed below.

TASK 1. BACKGROUND RESEARCH

Prior to fieldwork, SWCA will file a notice of intent with the Arizona State Museum (ASM) to conduct non-collection archaeological survey under our Arizona Antiquities Act (AAA) permit (No. 2022-033bl), which is required for archaeological investigations conducted on municipal lands as subdivisions of the State of Arizona.

Next, SWCA will complete a comprehensive search of background information for the project area using the AZSITE online database of cultural resources information and will also conduct a records check with the Archaeological Records Office at the ASM. This visit may be conducted in-person or virtually, depending on the time frame. These reviews will serve to identify all previously conducted projects and known cultural resources documented within a 1-mile radius of the project area. We will also consult General Land Office maps, historical topographic maps, land patents, survey plats, and other historical records to complete this task. This will assist us in guiding survey expectations and is in accordance with Arizona State Historic Preservation Office (SHPO) requirements.

TASK 2. CLASS III PEDESTRIAN SURVEY

SWCA will work with the client contact to coordinate access and ensure that all appropriate permissions are in place prior to fieldwork deployment. Once the proper authorization is obtained, SWCA will conduct the pedestrian survey following state-specific guidelines for cultural resources investigations.

All data collection will be accomplished using meticulous documentation protocols. All cultural resources identified during fieldwork will be accurately mapped and plotted, photographed, and recorded. Archaeological resources identified during fieldwork will be documented in compliance with ASM standards and SHPO guidelines.

TASK 3. REPORT PREPARATION

Once fieldwork is complete, SWCA will prepare a report summarizing the results of background research and the field survey. We anticipate a negative findings survey and will prepare a SHPO Survey Report Summary Form (SRSF), which serves as a substitute to a full report in accordance with SHPO Survey Report Standards (revised, January 2016) when no cultural resources are encountered.

Cost to complete Phase 2: \$5,490

COST ESTIMATE AND ASSUMPTIONS

The cost to complete both phases is a **Fixed-Fee** total of **\$10,925.00**.

ASSUMPTIONS

PHASE 1. ASSUMPTIONS

- The survey area will not exceed 3.83 acres.
- No impacts to any ESA-listed species will be identified; thus, a formal biological evaluation report will not be needed or required for this project.
- Access to the airport, if restricted, will be arranged by a client representative.
- If for any reason the biologist is not able to survey the project area as a result of access restrictions, additional costs could be incurred beyond the amount proposed herein.
- These costs do not include submission of the report to any agency other than ADOT or FAA.

- Up to three rounds of review (airport, FAA, and ADOT) and addressing edits are included in this proposal for each task.
- Any task not expressly described herein is not included in the proposed cost.

PHASE 2. ASSUMPTIONS

- The survey area will not exceed 3.93 acres.
- The archaeological survey will be completed by one SWCA archaeologist in one 10-hour field day (including travel). SWCA will staff the field effort out of either our Flagstaff or Phoenix offices, depending on schedule.
- If for any reason, SWCA is not able to conduct the archaeological survey because of access restrictions, additional costs could be incurred beyond the amount proposed herein.
- A SHPO SRSF, which may be substituted for surveys with negative findings, will be prepared and will be accepted by the FAA. A full report will not be needed.
- This cost assumes no archaeological sites are present in the project area. If one or more archaeological sites are identified during the field survey, the client will be notified immediately to discuss a change order, which would be required to account for additional field time, full reporting, and curation fees that would need to be paid to the ASM.
- This cost assumes one round of review each by ADOT, FAA, SHPO, and ASM for the SRSF. ADOT and FAA revisions would be completed by SWCA in the same round. SHPO and ASM review would be concurrent, and any comments/revisions would be addressed by SWCA in the same round.
- The ASM project registration fees are based on the acreage to be surveyed (approximately 4) and the number of archaeological sites assumed (i.e., none) to be in the survey area. The estimated cost to register the project at the ASM as provided to SWCA, as required by our AAA permit, with no archaeological sites identified is \$425.
- This cost includes only archaeological survey. It does not include any documentation or evaluation of architectural resources such as buildings and/or structures (e.g., taxiway, runway, access roads) that may be of historic age (i.e., at least 50 years old since the time of construction).
- No work will be conducted on lands owned and/or administered by any other jurisdiction other than the City of Cottonwood.
- Any task not expressly described herein is not included in the proposed cost.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date: November 15, 2022
Subject: Purchase of Structural Extrication Personal Protective Equipment.
Department: Fire
From: City of Cottonwood Fire Chief:
Ron Sauntman

REQUESTED ACTION

Approval of the purchase of Structural Extrication Personal Protective Equipment through the cooperative use of the City of Mesa's Contract Number 2021069.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve the cooperative use of City of Mesa Contract Number 2021069 with United Fire, Inc. for the purchase of Structural Extrication Personal Protective Equipment for an amount not to exceed \$128,400."

BACKGROUND

To reduce costs, the Cottonwood Fire Department has previously used an existing City of Mesa contract to purchase Personal Protective Equipment (PPE) that meets both industry standards and the City's needs, and seeks Council approval to purchase such equipment in an amount not to exceed \$128,400.

JUSTIFICATION/BENEFITS/ISSUES

Personal Protective Equipment is necessary for the delivery of emergency services to the citizens of Cottonwood and for the protection of the Fire Department personnel. Utilizing this contract provides the Fire Department with the opportunity to have a standardized personal protective ensemble that provides a high level of protection at a reduced cost.

COST/FUNDING SOURCE

\$128,400 was budgeted this year for Structural Extrication Personal Protective Equipment.

ATTACHMENTS:

File Name	Description	Type
City_of_Mesa_Master_Agreement_2021069_Structural_Extrication_Personal_Protective_Equipment.pdf	City of Mesa Contract	Cover Memo
Cooperative_Purchase_Agreement_-_United_Fire.doc	Cooperative Purchase Agreement	Cover Memo



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT 2021069
STRUCTURAL/EXTRICATION PERSONAL PROTECTIVE EQUIPMENT (PPE)**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB Procurement Supervisor
E-Mail	Brandy.Andersen@MesaAZ.gov
Telephone	(480) 644-6426

With a copy to: City of Mesa – Fire Resources
Attn: Mary Chapin, Program Assistant
P.O. Box 1466
Mesa, AZ 85211-1466
Mary.Chapin@MesaAZ.gov

AND

MATLICK ENTERPRISES dba UNITED FIRE EQUIPMENT COMPANY, ("Contractor")

Mailing Address	335 North 4 th Avenue Tucson, AZ 85705
Remit to Address	335 North 4 th Avenue Tucson, AZ 85705
Attention	Tanya Rush, Branch Manager
E-Mail	TanyaR@ufec.com
Telephone	480-491-5780
Facsimile	520-882-3991

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 11th day of January 2021, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Matlick Enterprises dba United Fire Company, a(n) Arizona company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2021069** ("Solicitation") for **FIRE PROTECTIVE CLOTHING**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 11, 2021** and ending on **January 10, 2024**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the specified location(s) within the specified timeframe contained in the Scope of Work for each Group.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response
5. **Payment.**
 - 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in Exhibit B ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
 - 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.
 - 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the

Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

- 5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes; and
- j. Total amount due.

- 5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

- 5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s).

Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

- 7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work / Technical Specifications
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Matlick Enterprises DBA: United Fire Equipment Company

Signature: 

Printed Name: Paul Fraser

Title: Product Manager/Equipment Sales

Date: October 28, 2020

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2021069**

S-Corp per W-9. etq

Awarded this ____ day of _____, 2021.



Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, Arizona, ou=Business Services,
email=ed.quedens@mesaz.gov, ou=US
Date: 2021.01.13 11:04:28 -0700
Adobe Acrobat version: 2020.01.9.20066

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:

By: Brandy Andersen 12/16/2020
Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB
Procurement Officer Supervisor

**EXHIBIT A
SCOPE OF WORK**

GROUP 1- STRUCTURAL PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. **SCOPE OF WORK:** Vendor will provide Structural Personal Protective Equipment (PPE) for MFMD's approximately four hundred (400) fire personnel to be used during structural fire-fighting operations. **PPE will consist of turnout coats and turnout pants.**

Structural PPE will be purchased on an as needed basis to replace damaged, failed, or old ensembles in accordance with NFPA1851 during the contract period. Ensembles will also be purchased for new hires.

Vendor will provide structural PPE per the Technical Specifications that meets National Fire Protection Association (NFPA) Standard #1971, 2018 (or most current) edition standards.

Vendor will use materials and design practices that are the best available in the industry for heavy-duty use in structural firefighting. The coat and trouser ensemble will consist of an outer shell, moisture barrier, thermal liners, and any accessories necessary for use in structural firefighting. **Garment prototypes will not be accepted; there will be no exceptions on the specifications contained herein.**

2. **MINIMUM QUALIFICATIONS:** Vendor will meet the following minimum qualifications:

- a. Structural PPE must meet the NFPA Standard #1971, 2018 or most current edition.
- b. Manufacturer will be International Organization for Standardization (ISO) 9001 compliant.
- c. Turnout coats and pants must be UL certified/verified for particulate protection.

3. **WARRANTY:** Vendor will state terms and conditions of all applicable warranties. There will be a minimum five (5) year manufacturer's warranty on materials, one (1) year on sewing/workmanship is required.

If a defect has been determined to be covered under warranty, Vendor/Manufacturer will be responsible for all costs incurred in replacing that product, including any transportation charges.

4. **RETAIL STORE:** Vendor will have a local store in the Phoenix metro area so employees may come in for sizing and/or emergency pickup. If vendor does not have a local store, vendor must have a representative available to visit all Mesa Fire Stations on an individual basis to properly size the employee. Mesa Fire Station visits must be scheduled. Vendor will bring a variety of sizes to the locations, allowing employees the opportunity to try on different sizes before placing their order, if needed.

5. **AVAILABILITY AND STOCK:** Vendor will always have in stock locally, a minimum of four (4) complete sets of turnout coats with liners and turnout pants with liners, size ranges of chest 38-54 and waist 32-46. Stock sets will be available in a mix of regular and long coat sleeves and pant inseams.

6. **DELIVERY:** Delivery will be made to the location(s) contained herein no longer than thirty (30) calendar days for standard stock sizes and ninety (90) calendar days for special order sizes after receipt of an order.

Ship to: Fire Resource, Bldg. 3
708 W. Baseline Rd.
Mesa, AZ 85210

7. **RESEARCH AND DEVELOPMENT:** With changes in the technologies of fabrics and designs for structural PPE, the City will require assistance in research and development from the manufacturer. Those requirements are as follows:

- a. There shall be a research and development conference for fire protective coats and pants with the manufacturer and two (2) representatives of the MFMD. This conference will be at a mutually agreed time and location, once per contract year and shall be at no cost to the City.
- b. The manufacturer will provide, at no cost to the City, a maximum of five (5) protective coats and five (5) protective pants for wear test, each contract year, if requested. The wear test coats and pants will include new technology fabrics and/or designs and must be approved by the MFMD prior to construction.

8. **TURNOUT COAT SPECIFICATIONS**

Coat Model / Design V-Force® and Super Deluxe®

Bi-Swing Coat

LION® Turnout V-Force® Bi-Swing Coat and Super Deluxe®

Coat Liner & Moisture Barrier - Vented

Vented Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) and/or Gore® Parallon™ PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Coat Inner Yoke Reinforcement

C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners.

Coat Water Well

Chambray DWR 2-Layer NOMEX®/Kevlar® spunlace quilt/pajama check crosstech with 1" elastic wrist shield. W-well with 3/4" loop, male snap, sewn to coat liner sleeves.

Coat Wristlets

4" isodri wristlet sewn to liner system with 5/8"x3 1/8" nomex webbing thumb loop.

Coat Outer Shell Material 7oz PBI® Max

Natural PBI® Max, 7.0 oz.

Fabric Color Natural

Natural Color Outer Shell

Reflective Trim

3" Lime Yellow/silver Ventilated reflective triple trim, around contoured hem, 4 rows lockstitch.

Reflective Trim

3" Lime Yellow/silver Ventilated reflective triple trim, across stormflap, around chest & back completely, two vertical on back between top and bottom trim; 4 rows lockstitch.

Reflective Trim

3" Lime Yellow/silver Ventilated reflective triple trim around coat cuff, 4 rows lockstitch.

Drag Rescue Device

DRD: Firefighter Recovery Harness with 2" welt and 6x3.25" flap with rounded corners. 1 piece 1.5x2" loop for harness storage. 1 piece 1x4.5" loop on shell for flap closure, 1 piece 1x4.5" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop inside shell above chest trim for harness strap, 1 piece .75x4.5" hook&loop on harness strap with 2.25x2.75" arashield, 1 pair

1x3.5" self-fabric strap with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.

Reflective Trim

3" Red/Orange Ventilated reflective triple trim, set horizontal across 6x3.25" flap of firefighter recovery harness, 4 rows lockstitch

Coat Shell Attachment

1x2" Self-fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap.

Coat Shell Attachment

(2) 1x2" Self-fabric strap w 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). EVENLY SPACED AROUND HEM

Coat Collar

3" split self-fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook & loop for front closure. V-Fit

Collar Flashing

3" Self-fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell.

Liner Inspection System

Coat liner inspection system located at center right front of liner, with 1x4" loop.

MISC. Fasteners

1.5x3" hook sewn to right front shell for the Coat Liner Inspection System

Coat Cuff Reinforcement

1 pair 2 layers self-fabric coat cuffs w/ 3/4" hook with one tack on each cuff seam. BLACK MAX

Coat Elbow Reinforcement

Self-material bellow elbow w/ Lite-N-Dri™ foam padding & outer shell reinforcement inside of sleeve next to user's body. BLACK MAX

Additional Reinforce. Padding

GIC E-88 foam bellow elbow sewn to thermal liner.

Coat Shoulder Reinforcement

Self-fabric shoulder caps w/ GIC E-88 foam padding

Coat Closure System

Stormflap Left Side: 5" stormflap w/ 2 layer Self-fabric & GORE RT7100 PTFE, Arafil liner, hook & dee in, 2" hook & loop out (hook & (4) 701's on coat front, loop on stormflap & (4) D-Rings on SF side) the first hook & dee is to be placed 2.5" down from top of stormflap. "Chicago" Closure

Snap Attachment

Snap attachment coat-3 female non-logo snaps & 3 male snaps between hidden hook and dees.

COAT POCKETS:

Turn-Out Pockets

10x8x1.5" hanging semi bellow pocket with KEVLAR® twill lined all 4 sides inside pocket & BLACK PCA all 4 sides 4" up inside on pocket. 2 pieces 2x3" loop on pocket & 2 pieces 2x3" hook on flap.

Pocket will be placed to hang 3" below hem. 3.5" x 11" flap; add 1" BLACK PCA pull tab to pocket flap.

Note: Hanging pockets are not to be used on coats that are longer than 32" in length.

Item Location for Above: LEFT & RIGHT FRONT BOTTOM

Turn-Out Coat Pockets

(2) 4x10x2" Radio pocket with poly/cotton fully lined all 3 sides inside pocket, 1 piece 2x3" loop on pocket, 1 piece of 2x3" hook on flap, antenna notch on both sides of flap. Self-Fabric 4" up on outside. 3x3"

mesh opening just below the hook & loop flap closure. Two Eyelets.

RECEIVES:

Emblem #1 LEFT RP FLAP

Emblem #5 RIGHT RP FLAP

BOTTOM OF RADIO PKT TO BE 3/4" BELOW CHEST TRIM

Item Location for Above: LEFT CHEST

Emblem EM1

2x3" American Flag Emblem (Stars on upper left corner)

Item Location Right Shoulder

Emblem EM3

2.5x4.25" Arizona State Flag emblem

Item Location Left Shoulder

Glove Strap 1

2x13" self-fabric glove strap with 1 piece 2x3.5" hook on one end, 1 piece 2x3.5" loop on opposite end, strap to be X-stitched & tack all 4 corners of X-stitch.

Item Location for Above: RIGHT CHEST - CENTERED VERTICAL 2 1/2" BELOW RADIO PKT -

LOOP TO PULL DOWN FROM HOOK

Glove Strap 2

1x5.5" self-fabric glove holder folded over 2" and then end folded up 1.25" with 1" dee ring hanging from loop, bartacked to shell

Item Location for Above: LEFT CHEST - CENTERED 2 1/2" BELOW RADIO PKT

Lettering Patch Attachment

1.5x18" loop sewn to center inside coat back at hem with white thread through the trim.

Lettering Patches

Two female logo snaps on coat shell: One to be set 6" right of center back at hem; one to be set 6" left of center back at hem.

ACCOUNTABILITY SYSTEM PATCH

There shall be one 5"x18" two-layer black outer shell material one-line letter patch attached to hem of coat with 1.5" x 18" hook sewn to top edge of letter patch and 2 male snaps (1 set 6" left of center, 1 set 6" right of center). There shall be 3" lime yellow Scotchlite letters, sewn-on. The letters shall spell the firefighter's last name (2" letters will be used for longer names).

Mic Tabs

(3) .5x3.5" 3 Layer self-fabric mic tab bartacked to shell.

Item Location for Above:

1) LEFT CHEST - 1 1/2" ABOVE RADIO PKT

1) RIGHT CHEST - 1 1/2" ABOVE RADIO PKT

1) ON STORMFLAP HORIZONTALLY - 8.5" ABOVE CHEST TRIM; EVEN WITH MT528 ABOVE RADIO POCKETS

Coat Outer Yoke Reinforcement

11" Chambray 2 layer treated AraFlo® across back & sleeve reinforcement that is 8" in length & 12" across sleeve for V-Force Bi-Swing coat.

Hanger Loop

5/8" x 5 1/2" Self-fabric hanger loop.

9. **TURNOUT PANT SPECIFICATIONS**

Pant Model / Design: V-Force® Pant w/ Belt and Super Deluxe® w/Belt

Pant Liner & Moisture Barrier

Traditional Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) and/or Gore® Parallon™ PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Liner Inspection System

Pant liner inspection system with 1x3" loop located at right side of liner waist.

MISC. Fasteners

1.5x3" hook sewn to right shell front for the pant liner inspection system.

Pant Outer Shell Material: 7oz PBI® Max Natural PBI® Max, 7.0 oz.

Fabric Color Natural: NATURAL Color Outer Shell

Pant Fly Closure FLY

Wide angled pant fly w/Pajama Check Crosstech and Arafil lining, 2" hook & loop closure, 3/4" hook underneath Pajama Check Crosstech for liner attachment

Snap Attachment

Snap attachment pant-1 female snap through center of fly & loop, 1 male snap through shell & hook.

Take Up Straps

1 short leather take-up strap riveted, 703 snap hook, D-ring

Leg Tabs

2 Black Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement

Contoured black Super Fabric knees with Lite-N-Dri padding

Pant Cuff Reinforcement

Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.

Belts and Harnesses

2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.

Belts and Harnesses

3 belt loops: (2) 3" wide by 3.5" high and (1) 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners. 4" belt loop centered at back of waistline seam & other loops placed on each side of belt buckle toward waist sides.

Suspenders

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black

Suspender Tabs

Four 2" wide self-material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.

PANT POCKETS:

Turn-Out Pockets

(2) 9x8x10x2" Split bellow pocket w/ KEVLAR® twill fully lined all 4 sides, & BLACK PCA 4" up outside on pocket, 2 pcs. 2x2" loop on pocket & 2 pcs. 2x2" hook on flap. Inside of pocket divided in half vertically with Kevlar twill attached with 3 snaps to front side of pocket & sewn to middle of back of the pocket. 3 snaps on inside top bottom right edge of pocket, snaps on divider; add 1" BLACK PCA pull tab to pocket flaps.

Item Location for Above: LEFT & RIGHT THIGH

Turn-Out Pockets

One (1) 3x7x2" Tool pocket with poly/cotton fully lined all 4 sides inside pocket & flap and BLACK PCA 3" up outside of pocket, 1pc. 2x3" loop on pocket & 1pc. 2x3" hook on flap. 5" Flap; add 1" BLACK PCA pull tab to pocket flap.

Item Location for Above: RIGHT LEG - SET JUST BEHIND WHERE SIDE SEAM WOULD BE.

JUST ABOVE HEM TRIM, SET VERTICAL; TRIM SHOULD BE SET VERTICAL ON POCKET

Boot Cut

"Boot cut" pant legs.

Pant Liner Option

1" elastic sewn to thermal liner on batting side of thermal liner 2" up from bottom. Pant liner will have 1" added to it to accommodate this.

Reflective Trim

3" Lime Yellow/silver Ventilated reflective triple trim Reflective trim around leg bottoms - 4 rows lockstitch.

Reflective Trim

3" Lime Yellow/silver Ventilated reflective triple trim extending from bottom of pocket to top of cuff trim.

10. **CONTAMINATION CONTROL PACKAGE:** When possible an Underwriters Laboratory (UL) certification must be provided for all contamination control packages.
11. **COAT:** The coat will have particulate blocking materials that help reduce particulate ingress in PPE interface areas to include coat to glove and coat to pant interfaces. The particulate blocking materials should not change comfort, fit or function.
12. **THERMAL FRONT PANEL CONSTRUCTION:** There will be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left

inside front facings of the coat outer shell will incorporate outer shell fabric extending from collar to hem.

13. **COAT FRONT CLOSURE DESIGN/STORM FLAP:** The complete outer shell coat front closure design will consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM. A storm flap measuring not less than 2.5" wide and extending the full length of the coat will be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap will be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

14. **FRONT/STORM FLAP CLOSURES:** The front closure will consist of a #9 thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. The storm flap closure will consist of 1.5" wide Hook and loop attachment with loop fastener sewn on the left front of the coat, and corresponding hook fastener sewn with four rows lockstitch on the inner side of the outer storm flap. The hook and loop closure will extend the full length of the outer storm flap eliminating all exposed frontal hardware.

6 Female non logo snaps, 2 on right bottom of shell, 1 right middle of front facing, 2 on left bottom of front facing, 1 left middle front facing. 6 Male snaps, 2 on right bottom and 1 on right middle of liner, and 2 on left bottom and 1 on left middle of liner.

Natural outershell front facing with thermoplastic liner zipper tacked at top and bottom.

An internal waist guard, comprised of Glide Ice with Nomex Nano, 8" in length with 2" elastic at the bottom of the guard shall be set to the coat thermal liner to help provide a secure interface between the coat and pant to help reduce particulate ingress in the abdomen/chest area. The waist guard will be constructed in such a way that no additional steps are required to engage it when donning. It secures in place when the closure is closed.

15. **WRISTLETS:** An internal wristlet will consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont and treated with an extremely durable Teflon® water resistant alloy. The wristlet will not be less than 6" with a 5/8"x4 3/4" Nomex webbing thumb loop. Wristlets will be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

16. **PANT:** The pant will have particulate blocking materials that help reduce particulate ingress in PPE interface areas to include pant to boot and coat to pant interfaces. The particulate blocking materials should not change comfort, fit or function.

An internal guard will consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Guard to be combination of natural and khaki colors, and with extremely durable Teflon® water resistant alloy. A layer of DuPont Nomex Nano Flex will be inside the guard to help reduce particulate ingress. Guard will be stitched and bound to the thermal liner providing extended particulate protection

17. **PANT LINER LEG ELASTIC GATHER:** There will be a 1" wide elastic band 16" in finished overall length sewn to the batting side of the thermal liner. The elastic band will be located 2" up from the bottom of the pant liner to gather around the boot when worn. The pant liner will be cut 1" longer to properly accommodate this elastic band.

**EXHIBIT A
SCOPE OF WORK**

GROUP 5- STRUCTURE GLOVES

1. **SCOPE OF WORK:** Vendor will provide structural firefighting gloves and/or proximity firefighting gloves based on department needs.
2. **MINIMUM QUALIFICATIONS:** Vendor will provide gloves that meets (NFPA) Standard #1971, 2018 (or most current) edition standards.
3. **WARRANTY:** Vendor will state terms and conditions of all applicable warranties.
4. **RETAIL STORE:** Vendor will have a local store in the Phoenix metro area so employees may come in for sizing and/or emergency pickup. If vendor does not have a local store, vendor must have a representative available to visit all Mesa Fire Stations on an individual basis to properly size the employee. Mesa Fire Station visits must be scheduled. Vendor will bring a variety of sizes to the locations, allowing employees the opportunity to try on different sizes before placing their order, if needed.
5. **AVAILABILITY AND STOCK:** Vendor will have common sizes available for immediate pick-up and delivery. Common sizes are: Small, Medium, Large and X-Large.
6. **DELIVERY:** Delivery will be made to the location(s) contained herein no longer than thirty (30) calendar days for standard stock sizes and sixty (60) calendar days for special order sizes, after receipt of an order.

Ship to: Fire Resource
708 W. Baseline Rd.
Mesa, AZ 85210

**EXHIBIT A
SCOPE OF WORK**

GROUP 6- STRUCTURE BOOTS

1. **SCOPE OF WORK:** Vendor will provide structure boots per NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting, 2018, or most current edition. Boots must be pull-up style (no zippers allowed), constructed of rubber, leather or other materials as approved by above standards and specifications, with most of the boot in black. Boots must be at least 10" (inches) in height as specified in NFPA1971. Care and maintenance instructions will be provided to the employee with the purchase of the boots.

Although there will be no priority given to vendors, employees will receive information about all vendors' location, hours, and prices. Staff has the option of which vendor(s) to purchase from based on their preference and which boots are offered.

2. **MINIMUM QUALIFICATIONS:** All boots must meet or exceed the following Federal specifications and any applicable revisions thereto:
 - NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting, 2018, or most current edition
 - ANSI Safety Specification Z.41.1-1991
 - OSHA Regulation 29, CFR, Part 1910-136
 - CAL-OSHA Title 8 GISO Article 10.1, 1985
3. **LITERATURE:** Vendor must submit detailed literature regarding the specifications and/or construction of all boots submitted for contract consideration, so evaluation to adherence to specification can be performed by the Mesa Fire and Medical evaluation team.
4. **WARRANTY:** Vendor will submit manufacturer's warranty details and policies for each brand offered on contract.
5. **RETAIL STORE:** Vendor will have a local store in the Phoenix metro area so employees may come in for sizing and/or emergency pickup. If vendor does not have a local store, vendor must have a representative available to visit all Mesa Fire Stations on an individual basis to properly size the employee. Mesa Fire Station visits must be scheduled. Vendor will bring a variety of sizes to the locations, allowing employees the opportunity to try on different sizes before placing their order, if needed.
6. **AVAILABILITY AND STOCK:** Vendor will always have common sizes in stock locally. Common sizes are eight and a half (8 ½) to twelve (12).
7. **MANAGEMENT REPORTS:** In order to track and manage the structure boot program effectively, the City may request certain management reports. Upon request, each qualified vendor must furnish usage/sales reports showing total sales, prices charged, sale volume by style number, department and/or date, or other reasonable criteria that the City may request.
8. **PICK-UP AND DELIVERY:** Delivery will be made to the location(s) contained herein no longer than thirty (30) days after receipt of an order. Boots will be available for immediate pick-up for common sizes and delivery will be made no longer than sixty (60) days after receipt of an order for special order sizes.

There are three (3) options available for the pick-up and delivery of boots:

- The customer picks the boots up from the store location
- A store representative delivers the boots to the customer at the specific fire station
- The boots are shipped to the customer's home address, at no cost to the City

**EXHIBIT B
PRICING**

GROUP 1 (Structural Personal Protective Equipment (PPE))

Item No.	Description	Unit Price	Estimated Annual Quantity	Unit of Measure	Total Price	Manufacturer Name & Product Number
1	Turnout Coat	\$1,966.55	100	Each	\$196,655.00	LION REZONE PPE MESA/RZ/CVBM/F MESA/RZ/PVFM BH035
2	Turnout Pant	\$1,185.45	100	Each	\$118,545.00	
3	Rescue Belts	\$165.00	50	Each	\$8,250.00	
Total Bid Price:					\$323,450.00	

GROUP 5 (Structure Gloves)

Item No.	Description	Unit Price	Estimated Annual Quantity	Unit of Measure	Total Price
11	Structure Gloves (Fire-Dex, Dex Pro) - Sizes S-XL	\$90.00	100	Each	\$9,000.00
12	Structure Gloves (Pro Tech, Fusion Pro) - Sizes S-XL	\$90.00	100	Each	\$9,000.00
13	Structure Gloves (Commander Ace) - Sizes S-XL	\$90.00	100	Each	\$9,000.00
Total Bid Price:					\$27,000.00

GROUP 6 (Structure Boots)

Item No.	Description	Unit Price per Pair
Structure Boots Rubber		
14	Brand and Style No. - FIRE DEX FDXR100	\$150.00
15	Brand and Style No. - LION 807-6003	\$145.00
Item No.	Structure Boots Leather	Unit Price per Pair
16	Brand and Style No. - FIRE DEX FDXL200	\$325.00
17	Brand and Style No. - LION QR14 804-6369	\$277.50
18	Brand and Style No. - LION OBLIQUE TOE 804-6373	\$340.00
19	Brand and Style No. - LION KNOCKDOWN ELITE 804-6389	\$357.50
20	Brand and Style No. - HAIX FIRE HUNTER 502004	\$293.00
21	Brand and Style No. - HAIX FIRE HUNTER EXTREME 501605	\$390.00

22	Brand and Style No. - HAIX FIRE EAGLE AIR 507502	\$370.00
23	Brand and Style No. - HAIX FIRE HERO EXTREME 507101	\$380.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.
- A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of

policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a **part of this Agreement as if fully stated herein.**
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The “Agreement”) is made and entered into effective as of December 1, 2022 (the “Effective Date”), by and between the City of Cottonwood, Arizona, an Arizona municipal corporation (“City”), and United Fire (“Vendor”). The City and the Vendor are sometimes referred to in this Agreement collectively as the “Parties” and each individually as a “Party.”

RECITALS:

The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract for Structural/Extrication Personal Protective Equipment (PPE) and all subsequent revisions, between The City of Mesa and the Vendor (the “Original Contract.”) Such action is authorized under A.R.S. §41-2632 and is pursuant to the terms of the City of Mesa contract # 2021069. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of the Original Contract as follows:

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the City and the Vendor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms “Mesa” shall be deemed to be and refer to the City, and the term “Contractor” shall be deemed to be and refer to United Fire under this Agreement. The amount paid under this Agreement shall be a yearly amount not to exceed One-Hundred Twenty-Eight Thousand, Four Hundred Dollars (\$128,400.00) as proposal submitted by United Fire in Master Agreement number 2021069 facilitated by the City of Mesa.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3. Compliance with Federal and State Laws.

3.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees.”

3.2 Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors are following all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

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

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

4. The City may terminate this Agreement at any time for its convenience by written notice to United Fire specifying the termination date. In the event of termination which is not the fault, in whole or in part, of United Fire, City shall pay to Vendor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments shall be due from City to United Fire unless and until United Fire has delivered to City any and all documentation required to be maintained by United Fire or provided by United Fire to City.

5. All warranties, representations and indemnifications by United Fire shall survive the completion or termination of this Agreement.

6. The Contractor shall provide the Services described in Contract # 2021069. Unless expressly excluded, in writing, in the Agreement, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services described in solicitation # 2021069 in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

City of Cottonwood, an Arizona municipal corporation

Date: _____

By: _____
Ron Corbin, City Manager

United Fire

Date: _____

By: _____

Its: _____

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting	November 15, 2022
Date:	
Subject:	Prosecution/Code Enforcement Services
Department:	Attorney
From:	Steve Horton, City Attorney

REQUESTED ACTION

Discussion, consideration and possible legal action to extend the current contract for prosecution/code enforcement services through December 31, 2023, or to direct staff to pursue other options.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to extend the contract with Musgrove, Drutz, Kack and Flack, PC for misdemeanor prosecution and code enforcement services from December 1, 2022 through December 31, 2023, at the reduced rate of \$10,000 per month.

BACKGROUND

In August 2022, Council approved a short-term professional services agreement with the Prescott law firm of Musgrove, Drutz, Kack & Flack to provide the City with misdemeanor prosecution, code enforcement and related professional legal services for a flat fee of \$12,000 per month. The initial term of the agreement was 3 months, and is set to expire at the end of November.

The rationale for having a short initial term was to provide an opportunity to see how the new arrangement would work - as the prosecutor needs to work closely with the court and its staff; the police department; community development/code enforcement staff; and defense counsel, among others - and to see if there might be other, less costly alternatives for obtaining these necessary services.

By all accounts, the transition to the new prosecutor (who also serves as the contract

prosecutor for the Town of Clarkdale) has gone very well, and the firm has proposed to reduce its fees to \$10,000 per month in exchange for a year-long commitment from the City to continue the arrangement.

At the same time, staff has received a proposal from another qualified attorney, also from Prescott, who has offered to provide these services for \$9,000 per month.

By all accounts, it takes approximately 100 hours per month to perform this work on average, although that can vary quite a bit from month to month. And for a cost comparison, a recent job posting for full-time prosecuting attorneys in Yuma County showed a published salary range of just over \$70,000 per year for entry-level attorneys with no experience, to just over \$130,000 per year for highly experienced felony prosecutors. With a typical benefits package, that equates to an actual, burdened cost of between \$90,000 and \$170,000, and a median of \$130,000.

In staff's view, the City's best option at this time, all things considered, is to extend the contract with MDKF through December 2023 at the rate of \$10,000 per month. However, Council could also choose to offer a contract to the other attorney; or to continue the current arrangement with the firm on a month-to-month basis at the higher monthly rate while we continue to explore other options, which could include advertising for an in-house prosecutor, issuing a new RFP, or other options as Council sees fit.

JUSTIFICATION/BENEFITS/ISSUES

The City requires a prosecuting attorney to handle the continuing flow of civil and criminal matters filed in the Cottonwood Municipal Court by the City's police officers - which range from civil traffic citations to more serious matters such as DUI and domestic violence cases - and to work with Community Development staff on code enforcement matters. Historically (with one brief exception), the City has contracted with private attorneys to do this work on an hourly or contract basis. At some point, Council may want to consider bringing this position in-house, but for the moment, the current arrangement with MDKF is working very well, and continuing it through 2023 will not cost the City much if any more than any of the other available alternatives.

COST/FUNDING SOURCE

General Fund - Legal Department.

ATTACHMENTS:

File Name	Description	Type
11-15-22_Prosecution_Services_Contract.pdf	Prosecution Services Contract	Backup Material

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AND MUSGROVE, DRUTZ,
KACK & FLACK, PC**

THIS AGREEMENT, effective September 1, 2022 by and between the City of Cottonwood, an Arizona Municipal Corporation, hereinafter referred to as "City", and Musgrove, Drutz, Kack & Flack, PC, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City requires the services of an Arizona licensed attorney to advise and represent the City and its police department in various criminal and civil proceedings in the Cottonwood Municipal Court, including the prosecution of misdemeanor violations of Arizona law and the enforcement of the Cottonwood Municipal Code and other ordinances of the City; to advise the police department and code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and to represent the City in administrative proceedings before the City's Code Enforcement Hearing Officer; and

WHEREAS, Contractor has proposed and is willing to provide the above-described services as an independent contractor for an initial period of three months (and following that, on an at-will, month-to-month basis), on terms that are acceptable to both parties;

NOW, THEREFORE, the Parties to this Agreement hereby agree as follows:

AGREEMENT

1. **Scope of Services**. During the term of this Agreement, Contractor shall receive, process, and represent the City in all civil and misdemeanor criminal cases filed by authorized officers of the City in the Cottonwood Municipal Court, excepting only such cases as raise a genuine conflict of interest that precludes such representation by Contractor under the Arizona Rules of Professional Conduct as promulgated and amended from time to time by the Arizona Supreme Court. In providing such services, Contractor will exercise its best independent professional judgment, and will report to and consult with the City Attorney as either it or the City Attorney deem necessary and appropriate. Without limitation, Contractor shall attend and represent the City and/or the State of Arizona at all court proceedings as required by the Presiding Magistrate; and represent the State, City and Cottonwood Police Department in misdemeanor criminal trials, civil traffic hearings, plea negotiations, appeals involving those matters that originated in the Cottonwood Municipal Court, competency examination and restoration proceedings, and any and all other related proceedings brought in the

Cottonwood Municipal Court and/or in the various Arizona Courts of Record. In addition, Contractor shall advise the City's police department and civil code enforcement personnel on matters related to policy, the development and implementation of general orders, proper police practice and procedure, and other related matters; and shall advise and represent the City in administrative proceedings before the City's Code Enforcement Hearing Officer.

2. **Term of Agreement/Termination.** Following the initial three-month term, which concludes on November 30, 2022, this Agreement may be terminated by the City for any reason or no reason upon 30 days' written notice, or as otherwise agreed to in a writing executed by both Parties. In addition, this Agreement may be terminated by either Party immediately without recourse or penalty of any kind for any reason that would constitute cause for termination.

3. **Compensation.** For its professional services provided hereunder, Contractor shall be compensated at the rate of \$12,000.00 per month, payable monthly upon the submission of an invoice requesting payment and documenting with reasonable specificity the matters handled, professional services provided, and time expended in the period for which compensation is requested. The parties agree that this is an all-inclusive professional fee, and that Contractor shall incur, pay and absorb any and all ordinary and customary travel and office expenses required or associated with providing the services contemplated hereunder, including without limitation commuting to and from the City to perform the services contemplated hereunder; local and long-distance telephone charges; faxes (incoming and outgoing); computer and internet-access hardware, maintenance and service fees; office supplies; postage and shipping; library materials; professional dues, memberships, and subscriptions; and computer research fees. Notwithstanding the above, Contractor may seek prior authorization from the City Manager and/or to City Attorney to incur reasonable and necessary reimbursable expenses in extraordinary cases, such as (but not limited to) the engagement of expert witnesses and consultants; provided, however, that no such obligation or indebtedness may be incurred on the City's behalf or will be reimbursed by the City absent prior written approval from either the City Manager or City Attorney. Any subsequent increases in the monthly rate paid by the City shall be approved by the Cottonwood City Council.

4. **Licensure.** Contractor warrants that all personnel who provide professional services under this Agreement currently hold and will maintain in good standing at all times during the term of this Agreement, a license to practice law in the State of Arizona. In addition, during the term of this Agreement, Contractor shall promptly report to the City Attorney and/or City Manager any and all formal demands, claims and/or complaints made against it, its members or employees, or their professional licenses on account of their professional activities under this Agreement or otherwise.

5. **Indemnification.** To the fullest extent allowed by law, the Parties to this Agreement hereby agree to indemnify each other, their officers, employees, agents, attorneys and representatives from and against any and all claims, actions, losses, damages and expenses (including reasonable attorneys' fees) arising from their respective acts and/or omissions in performing their obligations under this Agreement.

6. **Insurance.** Contractor warrants that it currently has, and will maintain throughout the term of this Agreement, a policy of professional liability insurance covering its professional activities and omissions under this Agreement with a minimum coverage limit of \$1,000,000.00 per claim and in the aggregate. Such policy of insurance shall be primary, shall name the City of Cottonwood as an additional insured, and shall provide that the City shall be entitled to 30 days' prior written notice before any modification or cancellation thereof.

7. **Preservation and Inspection of Records.** Contractor shall either provide to the City or securely maintain in its offices all records produced in connection with the services performed under this Agreement for a period of 5 years following the termination or expiration of this Agreement. Further, all such records shall be made available for inspection by the City and/or its auditors at any time during the retention period upon request by the City.

8. **Assignment/Delegation.** Contractor specifically acknowledges that the duties assigned to Contractor under this Agreement are personal to it, and therefore, it shall not assign or delegate to any third party any right or duty arising under this Agreement without the prior written consent of the City Attorney, City Manager, and/or City Council.

9. **Verification of Immigration Status/E-Verify.** Contractor warrants that it does and will for the duration of this Agreement continue to comply, and require its subcontractors to comply with Arizona Revised Statutes Sections 41-4401 and 23-214.A regarding verification of citizenship or legal immigrant/worker status, and further specifically acknowledges that non-compliance with these provisions constitutes grounds for termination of this Agreement.

10. **Severability.** The declaration of the invalidity or unenforceability of any provision of this Agreement by a court of competent jurisdiction shall not affect the remaining parts hereof, which remaining parts shall, to the fullest extent allowed by law, continue to bind and obligate the Parties.

11. **Governing Law/Dispute Resolution.** This Agreement shall be construed in accordance with Arizona law, and all proceedings resulting from disputes which cannot be resolved by consultation between the Parties shall be commenced in the Superior

Court of Arizona in and for Yavapai County, with the prevailing party being entitled to recover its reasonable attorneys' fees.

12. **Merger.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and/or contemporaneous written and verbal discussions, negotiations, representations and/or agreements.

13. **Modification.** No alteration or modification to the terms of this Agreement shall be effective unless evidenced by a writing executed by both Parties, and approved by the Cottonwood City Council.

14. **Notices.** Notices relating to this Agreement shall be deemed delivered either upon personal delivery or acknowledgement of receipt by the receiving party, or as of the second business day following mailing by United States mail, postage prepaid, addressed as follows, or as otherwise subsequently designated by either party in writing:

To the City:

City of Cottonwood
Attn: City Manager
827 N. Main Street
Cottonwood, AZ 86326

With a copy to:

City Attorney
City of Cottonwood
824 N. Main Street
Cottonwood, AZ 86326

To the Contractor:

Musgrove, Drutz, Kack & Flack, PC
1135 W. Iron Springs Road
Prescott, AZ 86305

15. **Cancellation for Conflict of Interest.** This Agreement may be cancelled in accordance with the provisions of Arizona Revised Statutes Section 38-511, which are hereby incorporated into this Agreement as if fully set forth herein.

SIGNATURES:

City of Cottonwood:

Contractor:

Tim Elinski, Mayor



Mark W. Drutz, Esq.

ATTEST:

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication



 [Print](#)

Meeting Date:	November 15, 2022
Subject:	Public Hearing to take input and discuss potential projects funded by the Community Development Block Grant program.
Department:	Community Development
From:	Scott Ellis, Community Development Director

REQUESTED ACTION

Hold Public Hearing to take input and discuss the 2023 CDBG Program. No action required.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

N/A. Discussion only.

BACKGROUND

Cottonwood is on a 4-year cycle for Community Development Block Grant funding provided through the Arizona Department of Housing (ADOH). Cottonwood last received these funds in 2019 and is set to receive them again in 2023. Project categories provide a range of options; however, eligible projects are subject to strict guidelines and criteria. Public input is a key part of the project selection process. Two public hearings are required; the first to take input and consider options; the second to make the selection and pass a resolution. Additional meetings are also typically held to consider specific projects and to prioritize them before final selection. The final grant application is due to NACOG by April 14, 2023.

The estimated allocation for Cottonwood this cycle is \$406,016. ADOH states that only one project application can be submitted per grant cycle by each community. Projects must meet one of the identified National Objectives (attached). Eligible projects are further limited by an annual list of priorities prepared by ADOH.

CDBG 2023 First Public Hearing Agenda Items:

The following agenda items must be covered between the two hearings, but are recommended to be covered in the first one:

1. Discussion of CDBG National Objectives and the types of activities that can be funded by CDBG.
2. Announcement of the amount of CDBG funds expected to be available in the Regional Account, State Special Projects Account and the Colonias Set Aside.
3. Discussion of the estimated amount of funds that will be used to benefit low/moderate income persons, as opposed to the categories for remediation of slums/blighted areas or "Urgent Need" activities.
4. Discussion and citizen input regarding housing and community development needs in the community.
5. Discussion and citizen input regarding possible projects to be funded with CDBG funds.
6. Discussion of proposed CDBG activities likely to result in displacement of persons, families, businesses, non-profit organizations and farms and the local government's intention to minimize displacement pursuant to its anti-displacement policy.
7. Review of past performance of CDBG-funded projects.

Past Cottonwood CDBG project grant applications:

- 2019: Parks Master Plan and Playground Equipment at Cottonwood Kid's Park
- 2015: Cottonwood Community Clubhouse Renovation
- 2011: N. 10th Street Improvements between Mingus Avenue and Main Street
- 2007: N. 12th Street Improvements between Mingus Avenue and Aspen Street
- 2003: Housing Rehabilitation, Verde Valley Senior Center, Transitional Housing, Old Town Mission
- 1999: Street Improvements (Willard St.), Removal of Architectural Barriers (Main St. curb ramps)
- 1995: Street Improvements (Old Town), Transitional Housing Project, Community & Supportive Housing Facilities, Education/Job Training

In order to be eligible for selection, the proposed project must be identified at this meeting. One or more additional meetings will be held to review alternatives and select

a specific project by or before January 31, 2023. The application will then need to be submitted by early April 2023.

JUSTIFICATION/BENEFITS/ISSUES

Community Development Block Grants assist local governments with achieving general purpose goals for providing suitable living environments, affordable housing, and creating economic opportunities.

COST/FUNDING SOURCE

Community Development Block Grant funding from ADOH.

ATTACHMENTS:

File Name	Description	Type
Schedule.pdf	Schedule	Backup Material
2023_CDBG_appl_process.pdf	2023 CDBG Application Process	Backup Material
abcs.pdf	ABC's of CDBG	Backup Material
CDBG-Income-Limits-eff-6-15-22.pdf	CDBG Income Limits	Backup Material
Request_for_Funds.doc	Request for Funds	Backup Material
Sample_Grievance_Procedure.docx	Sample Grievance Procedure	Backup Material

2023 CDBG SCHEDULE – FOR PLANNING THE PROCESS

ITEM	DEADLINE	NOTES
Plan Hearing Dates / Application Process Form	October 28, 2022	Email CDBG Application Process form to Isabel at NACOG
PUBLIC HEARING #1 - Notice of First Public Hearing placed in Newspaper. If your community wants to give the public more opportunity to present, you can schedule more than one hearing for comments.	November / December 2022	To be published as a display ad <u>at least 16 days</u> before first public hearing. Plan ahead for the lead time to get it to the paper for publication. Be sure to get full tear page and/or affidavit of publication. You will need it for the grant application, along with a copy of the sign-in sheet and minutes.
Notice posted in at least 3 physical public locations (websites don't count).	Same date as ad or earlier	Post in locations where low income and minority populations are predominant. Note locations, date, and who did it on the certification of postings.
Projects are reviewed for eligibility and readiness. Council/Board prioritizes projects.	December 2022 / January 2023	Any required income surveys should have been completed and staff will have analyzed whether the project(s) are eligible and whether costs are reasonable.
PUBLIC HEARING #2 - Notice of second Public Hearing placed in Newspaper. At this hearing, the Council/Board formally announces prioritized projects and passes required resolutions.	December 2022 / January 2023	Publish <u>at least 16 days</u> before second public hearing. Plan ahead for the lead time to get it to the paper for publication. Be sure to get full tear page and/or affidavit of publication. You will need it for the grant application.
Notice posted in at least 3 physical public locations (websites don't count).	Same date as ad or earlier	Post in locations where low income and minority populations are predominant. Note locations, date, and who did it on the certification of postings.
Letter of Intent is sent to NACOG	January 31, 2023	NACOG forwards all LOIs to the Department of Housing on February 1
If any, Guidelines developed and sent to ADOH for pre-approval / adopted by Council/Board by resolution.	February/March	This will apply to Home Ownership, Commercial Rehab, or Housing Rehab projects.
Compile Application documents	February-April	NACOG works with all communities as needed during this time.
Application forms submitted to NACOG	April 14, 2023	Coordinate with NACOG on what is actually needed at this time.
NACOG reviews applications, makes suggestions, and readies them for Regional Council Approval.	April 28, 2023	Coordinate with NACOG
Applications are finalized and uploaded to the ADOH website	June 1, 2023	A copy of the complete application will be emailed to your community.
ERR completed and contract documents sent	October 1, 2023	NACOG will assist with any follow up questions as needed.

THE 2023 CDBG APPLICATION PROCESS

At a minimum, NACOG staff will answer questions from the community and from city / town / county staff regarding the Community Development Block Grant (CDBG) process, attend the initial public hearing, review projects for eligibility, review applications for completeness, assist with forms, obtain approval from the NACOG Regional Council, and submit the applications to the state. NACOG also serves as a liaison between the state and individual communities for planning regional meetings and dissemination of program update information.

Attached is a schedule for the upcoming CDBG round. Estimated grant amounts based on 2022 figures are: **(PLEASE CIRCLE YOUR COMMUNITY)**

APACHE –	Town of Springerville: \$219,855
NAVAJO –	Navajo County: \$521,700
COCONINO –	Town of Tusayan: \$352,872
YAVAPAI –	City of Cottonwood--\$406,016; City of Sedona--\$406,016; Town of Dewey-Humboldt--\$406,016

The actual allocation amounts should be available early in 2023.

DO YOU INTEND TO ACCEPT YOUR 2023 CDBG ALLOCATION? Yes _____ No _____

Please *estimate* which aspects of the application process you would like NACOG to assist with, and provide planned hearing dates and your CDBG contact person's info:

_____PRODUCE PUBLIC NOTICES	_____FAIR HOUSING COMPLIANCE
_____PUBLISH PUBLIC NOTICES	_____ADA COMPLIANCE
_____ATTEND PUBLIC HEARINGS	_____SPECIAL SURVEYS
_____RUN PUBLIC HEARINGS	_____HOUSING REHAB GUIDELINES
_____CREATE RANKING TOOL	_____RESOLUTIONS
_____SUMMARIZE POTENTIAL	_____ENVIRONMENTAL REVIEWS
PROJECTS FOR COUNCIL / BOARD	_____DAVIS BACON LABOR STANDARDS
_____REQUEST REQUIRED	_____OVERALL GRANT ADMINISTRATION
INFORMATION FROM GRANTEES	_____OTHER: _____
_____DEVELOP APPLICATION(S)	_____

1st Public Hearing to discuss potential projects will be held: _____

(OPTIONAL) 2nd Public Hearing to discuss projects will be held: _____

2nd Public Hearing to prioritize projects and pass resolutions will be held: _____

Contact person for CDBG (name/phone): _____

***Email to Isabel Rollins at
isabel.rollins@nacog.org by October 28, 2022***

THE ABC's of CDBG

*A Primer for Nonprofit
Organizations*

Northern Arizona Council of Governments
Updated September 2022

A

WHAT IS CDBG?

CDBG, or Community Development Block Grant, is a U.S. Housing and Urban Development (HUD) Small Cities Program that provides funds for housing and community development activities in rural Arizona. The Arizona Department of Housing (ADOH) is the state agency that administers the funds. Northern Arizona Council of Governments (NACOG) administers the planning of annual allocations and provides technical assistance for applications and project success.

The Department of Housing allocates funds to the four rural Councils of Government (COGs) based on a poverty/population formula. NACOG, in turn, allocates funds among the four counties of Apache, Coconino, Navajo, and Yavapai with the same formula. Within each county a rotation schedule has been established which determines the year each city, town and county will apply for funding. The current schedule is in the Appendix.

CDBG can fund a diverse assortment of projects. However, to be eligible for funding, projects must meet at least one of three national objectives as authorized by Title I of the Housing and Community Development Act of 1974:

- ♦ at least 51% of the persons who benefit from the project must be low to moderate income;
- ♦ the project must aid in the prevention or elimination of slums or blight; or
- ♦ the project must solve an urgent need health hazard.

B

HOW TO MEET A NATIONAL OBJECTIVE

The project must meet at least one of the three national objectives to be eligible for funding:

- ♦ At least 51% of the persons who benefit from the project must be low to moderate income.
 - * This is the national objective under which you will probably request funding. At least 51% of the beneficiaries must earn 80% or less of the county median income, adjusted by household size. Current rates are in the Appendix. You must be able to substantiate your claim by **hard data**.
- ♦ The project must aid in the prevention or elimination of slums or blight.
 - * The community will designate a target neighborhood or area per Arizona laws that has multiple infrastructure or housing needs and is dilapidated or becoming blighted.
- ♦ The project must solve an urgent need health hazard.
 - * The health safety problem must be life threatening and an emergency.

Low Moderate Income Benefit

Congress has defined certain populations as automatically low to moderate income, without the need for an income survey.

If your program is **specifically** for:

- Persons who are elderly
- Adults with severe disabilities
- Persons who are homeless
- Abused children
- Battered spouses
- Persons who are illiterate
- Persons living with AIDS
- Migrant farm workers

... you will normally not have to prove the 51% benefit to low to moderate income persons. However, if persons in these groups are

some of your participants, but the program is not for them only, you will still need to prove the 51% low-moderate income.

If your program income qualifies persons for service, and the income schedule is 80% of the county median income or less...

... your project can be considered low-mod income benefit based on your income schedule.

If you feel that at least 51% of your participants are low-mod income or less but have no information to prove it...

... you can do an income survey, but you must follow Arizona Department of Housing's prescribed format.

If at least 51% of your participants do not meet the low-mod income criteria...

... your program may not be eligible for CDBG funding... you may wish to advocate for other services or programs that benefit your participants who are low-mod income, such as housing rehabilitation or replacing deteriorated water lines in a low income neighborhood.

C

WHAT CAN CDBG DO FOR YOU?

Do you get frustrated because there are not enough resources to truly meet the needs of your participants? Are you peeved because your funding source says, O. K., you can do this, but you can't do that, and you know that the participant really needs that? Are you tired of playing catch-up and never being able to really meet all of your program priorities? Is your facility outgrown, with a leaky roof and no disability accessibility?

The CDBG program has its limitations also, but, if you can prove that the participants meet the low moderate income criteria, CDBG may be the funding source for you to consider for activities and projects like:

Fire Protection: fire stations, fire trucks, equipment and apparatus.

Infrastructure: water or wastewater system improvements, flood and drainage improvements, road/street improvements.

Homeless Facilities: land/building acquisition, construction, reconstruction.

Food Bank, Senior Center, Center for Persons with Disabilities: acquisition of land or building, construction, reconstruction, expansion, parking lot, landscaping, permanently affixed equipment.

Shelters, Halfway Houses, Group Homes: for substance abusers, parolees, group homes for persons with disabilities, emergency and transitional shelters, hospitals, nursing homes.

Removal of Architectural Barriers: remove architectural barriers which restrict the accessibility of persons with disabilities or the elderly to publicly or privately owned buildings; e.g., elevators, ramps, rest rooms, curb and gutter cuts (also known as American's with Disabilities (ADA) improvements).

Privately Owned Housing Rehabilitation: may be grants or loans, to perform a variety of housing rehabilitation measures.

Historic Preservation: rehabilitation, preservation or restoration of historic properties. Must be listed on or eligible to be listed in the National Register of Historic Places, listed in a state or local inventory of historic places, or designated as a state or local landmark or historic district by law or ordinance.

Public Services: for a new service or measurable increase in the level of existing service; includes labor, supplies and materials, facility operations and maintenance. Sample services B health care, job training, education programs, public safety services, fair housing activities, senior citizen, handicapped, homeless services, emergency assistance.

Special Activities: lead-based paint evaluation or reduction, neighborhood revitalization, community economic development, energy conservation carried out by Neighborhood Based Non-Profit Organizations, Section 301(d) Small Business Investment Companies, or Local Development Corporations that meet the required definitions.

Home ownership Assistance: this has been annually authorized; you need to see if it is available in a particular year. Subsidize interest rate and mortgage principal, finance acquisition, acquire guarantees for mortgage financing, pay up to 50% of the down payment, pay reasonable closing costs.

Housing Development Support: acquisition, on-site and off-site improvements, clearance or demolition. Community may not turn over the title to the property to a nonprofit for housing construction until the measures are completed.

Planning: comprehensive plans, housing plans, homeless studies, fair housing, or neighborhood revitalization strategy. Data gathering, analysis, review of alternatives, identification of actions to implement plans.

INELIGIBLE ACTIVITIES

A general rule of thumb is that CDBG may NOT fund activities for 1) the conduct of government or general government expenses; 2) political or religious purposes; 3) construction of new permanent residential structures EXCEPT as allowed by a community-based development organizations (CBDO).

TECHNICAL ASSISTANCE

Discuss any project that you are considering with your community's CDBG staff person, or contact Isabel Rollins, NACOG CDBG & Housing Services Director, 1577 Plaza West Drive, Suite A2, Prescott, AZ 86303; 928-778-2692, isabel.rollins@nacog.org.

D

LIMITATIONS OF CDBG

O.K., so you now know that CDBG can be a wonderful resource. What are the CDBG limitations you need to understand before you get too excited?

- **You May NOT Apply for Funds Directly.** Only incorporated entities (cities, towns and counties) may apply for CDBG funds; you must request your community to apply for funds for you.
- **Federal Overlay Statutes apply to CDBG which can drive up the cost of your project.** The major ones for you to consider in project planning are:
 - * **Your agency must be a legal entity, which can enter a contract.** There will be an agreement with the community that will outline your responsibilities. The agreement will also include items that are non-negotiable. If you cannot live with these, there is probably no need to apply for CDBG.
 - Nondiscrimination in program operations and provision of services, employment, procurement;
 - Nondiscrimination in facility use policies;
 - Fees impact on low income families/persons must be negligible;
 - Insurance, usually \$1,000,000, will need to be carried;
 - Workers Compensation will be required, should be paid on volunteers;
 - No assignment or subletting without the community's permission;
 - Hold the community harmless for any event arising from the agreement (you will pay, not the community);
 - Records will have to be kept for at least five years;
 - Records will have to be available, upon request, to the community, Department of Housing, and HUD;
 - Anti-lobbying provisions will need to be met.
 - * **An Environmental Review** is required on all projects. There can be a time delay if a special study is required. If the Environmental Review uncovers a negative effect on the environment, mitigation may be required which can increase the cost of the project, or the project may be found to be non-fundable with federal funds at the selected location.

* **Competitive Procurement** policies must be followed. If you have a favorite contractor or vendor, he/she may not get the bid. This may sound like an unusual statement, but sometimes a nonprofit has been working with a very helpful and supportive contractor or vendor to develop the project and there have already been discussions of a price or terms that are agreeable to both parties. The project will nevertheless have to go out to bid.

* **Labor Standards** include Davis Bacon wages (established construction employee minimum wage rates: example - \$26.22 per hour for a carpenter), which will make the cost of construction more expensive. A safe estimate of increased cost is to add 15% to 20% to the cost of labor. If your project cost can be covered entirely with the grant, this should not be a problem. If, however, you are planning a large project and putting your own dollars into it, the wages will apply to the total project, not just the CDBG portion, so the total cost of the project may increase and, possibly, your contribution to it will increase. Sometimes the Davis Bacon wage requirement makes the grant money “cost” more than the benefit.

- **You will be required to make a minimum five-year commitment to the project.** If you do not fulfill this obligation, the community could be asked to return funds, and it will in turn ask you for the money.
- **There can be a long time between grant application and actual release of funds.** This sample timeline reflects a construction project:

April	Applications submitted to NACOG
June	Applications submitted to Arizona Department of Housing
September	Completion of Environmental Review
October	Grant contract documents signed
December	Procure Design
May	Procure Construction
June	Begin Construction

E

HOW DO YOU GET CDBG FUNDS?

The community is required to hold at least two public hearings: the first to receive public input and to discuss potential CDBG projects and the second to prioritize the projects. The hearings will be announced by ads in your local paper. The community may not apply for a project that is not discussed at the hearings. **This is your opportunity.** Attend those hearings and make your case known.

HINT 1

Bring written materials to the hearing that will make it easy for the community to understand the grant request. Bring at least two copies: one for the City/Town/County or minutes, and one for the staff who has to write the grant. Be clear and concise; each statement should be no longer than one brief paragraph. Your community might also have its own pre-application form they would like you to use. You can elaborate in your verbal presentation.

- Describe the project you want
- Describe the need for the project
- Describe who the beneficiaries are; state the number of persons who will benefit and the number who are low to moderate income. (All persons served are low moderate income if the beneficiaries are one of the target populations.)
- Describe how the project will benefit low moderate income persons
- Estimate a cost range for the project, keeping in mind Davis Bacon wage rates
- Provide a contact person, address, and phone number

HINT 2

If your request is selected for funding, be prepared to provide your community a copy of:

- Operations budget
- Project Scope of Work and cost estimate
- Proof that at least 51% of your participants have low to moderate income (not needed if you are serving one of the target population groups)
- Fee schedules and proof that the fees are affordable to low to moderate income persons
- Non-Profit documentation, deeds, leases, agreements, if appropriate
- Any other item requested by the community, NACOG, or ADOH

HINT 3

You cannot expect that a Council or Board of Supervisors will wish to put funding into a project that they are unfamiliar with, or expect that they can understand what you are trying to do to help the residents and voters of their community from information given at a couple of Public Hearings. If you truly see CDBG as the solution to your dilemma, inform the Council/Board of your program and your plans before the hearings. Invite them to see your operations.

For a CDBG project between the community and a nonprofit to be successful, there will need to be a partnership. The community will need a clear understanding of the nonprofit's program and needs and the nonprofit will need a clear understanding of the timelines and limits of CDBG.

HINT 4

The City or Town Council or Board of Supervisors has the right and the responsibility to select the project which best fits the community's housing and community development needs. Although you may think that a homeless shelter, for example, is the best use of the funds, the Town Council may think that replacing deteriorated water lines that are causing a health hazard a greater priority.

F

APPENDIX

ROTATION SCHEDULE

Apache County	2022	Town of Eagar
	2023	Town of Springerville
	2024	Apache County
	2025	City of St. Johns
Coconino County	2022	City of Page
	2023	Town of Tusayan
	2024	Coconino County
	2025	City of Williams
	2026	Town of Fredonia
Navajo County	2022	Town of Taylor
	2023	Navajo County
	2024	Town of Snowflake and City of Winslow
	2025	City of Holbrook and City of Show Low
	2026	Town of Pinetop-Lakeside
Yavapai County	2022	Town of Camp Verde, Town of Chino Valley, Town of Clarkdale
	2023	City of Cottonwood, City of Sedona, Town of Dewey-Humboldt
	2024	Town of Prescott Valley and Town of Jerome
	2025	Yavapai County

2022 LOW TO MODERATE INCOME LIMITS

County	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Apache	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
Coconino	48,100	55,000	61,850	68,700	74,200	79,700	85,200	90,700
Navajo	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
Yavapai	39,950	45,650	51,350	57,050	61,650	66,200	70,750	75,350

Northern Arizona Council of Governments

Community Development Block Grants

1577 Plaza West Drive, Ste. A2

Prescott, AZ 86303

928-778-2692

isabel.rollins@nacog.org

Disability Relay: TDD 800-367-8939; Voice 800-842-4681

Chris Fetzer, Executive Director

Isabel Rollins, CDBG & Housing Services Director

Ray Baum, Housing Rehab Services Specialist

Kevin Goss, CDBG Program Manager

Brooke Driskell, CDBG Program Specialist

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U.S. DEPARTMENT OF HUD
STATE:ARIZONA

----- 2022 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Flagstaff, AZ MSA								
30% LIMITS	18050	20600	23200	25750	27850	29900	31950	34000
VERY LOW INCOME	30100	34400	38700	42950	46400	49850	53300	56700
60% LIMITS	36120	41280	46440	51540	55680	59820	63960	68040
LOW INCOME	48100	55000	61850	68700	74200	79700	85200	90700
Lake Havasu City-Kingman, AZ MSA								
30% LIMITS	13100	15000	16850	18700	20200	21700	23200	24700
VERY LOW INCOME	21850	24950	28050	31150	33650	36150	38650	41150
60% LIMITS	26220	29940	33660	37380	40380	43380	46380	49380
LOW INCOME	34900	39850	44850	49800	53800	57800	61800	65750
Phoenix-Mesa-Scottsdale, AZ MSA								
30% LIMITS	18550	21200	23850	26500	28650	30750	32900	35000
VERY LOW INCOME	30950	35350	39750	44150	47700	51250	54750	58300
60% LIMITS	37140	42420	47700	52980	57240	61500	65700	69960
LOW INCOME	49500	56550	63600	70650	76350	82000	87650	93300
Prescott, AZ MSA								
30% LIMITS	15000	17150	19300	21400	23150	24850	26550	28250
VERY LOW INCOME	25000	28550	32100	35650	38550	41400	44250	47100
60% LIMITS	30000	34260	38520	42780	46260	49680	53100	56520
LOW INCOME	39950	45650	51350	57050	61650	66200	70750	75350
Sierra Vista-Douglas, AZ MSA								
30% LIMITS	13550	15500	17450	19350	20900	22450	24000	25550
VERY LOW INCOME	22600	25800	29050	32250	34850	37450	40000	42600
60% LIMITS	27120	30960	34860	38700	41820	44940	48000	51120
LOW INCOME	36150	41300	46450	51600	55750	59900	64000	68150
Tucson, AZ MSA								
30% LIMITS	16100	18400	20700	23000	24850	26700	28550	30400
VERY LOW INCOME	26850	30700	34550	38350	41450	44500	47600	50650
60% LIMITS	32220	36840	41460	46020	49740	53400	57120	60780
LOW INCOME	42950	49100	55250	61350	66300	71200	76100	81000
Yuma, AZ MSA								
30% LIMITS	12050	13750	15450	17150	18550	19900	21300	22650
VERY LOW INCOME	20050	22900	25750	28600	30900	33200	35500	37800
60% LIMITS	24060	27480	30900	34320	37080	39840	42600	45360
LOW INCOME	32050	36600	41200	45750	49450	53100	56750	60400

U.S. DEPARTMENT OF HUD
STATE:ARIZONA

----- 2022 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Apache County, AZ								
30% LIMITS	11650	13300	14950	16600	17950	19300	20600	21950
VERY LOW INCOME	19400	22200	24950	27700	29950	32150	34350	36600
60% LIMITS	23280	26640	29940	33240	35940	38580	41220	43920
LOW INCOME	31050	35450	39900	44300	47850	51400	54950	58500
Gila County, AZ								
30% LIMITS	12650	14450	16250	18050	19500	20950	22400	23850
VERY LOW INCOME	21100	24100	27100	30100	32550	34950	37350	39750
60% LIMITS	25320	28920	32520	36120	39060	41940	44820	47700
LOW INCOME	33750	38550	43350	48150	52050	55900	59750	63600
Graham County, AZ								
30% LIMITS	13900	15900	17900	19850	21450	23050	24650	26250
VERY LOW INCOME	23150	26450	29750	33050	35700	38350	41000	43650
60% LIMITS	27780	31740	35700	39660	42840	46020	49200	52380
LOW INCOME	37050	42350	47650	52900	57150	61400	65600	69850
Greenlee County, AZ								
30% LIMITS	15050	17200	19350	21500	23250	24950	26700	28400
VERY LOW INCOME	25100	28700	32300	35850	38750	41600	44500	47350
60% LIMITS	30120	34440	38760	43020	46500	49920	53400	56820
LOW INCOME	40150	45900	51650	57350	61950	66550	71150	75750
La Paz County, AZ								
30% LIMITS	12350	14100	15850	17600	19050	20450	21850	23250
VERY LOW INCOME	20550	23500	26450	29350	31700	34050	36400	38750
60% LIMITS	24660	28200	31740	35220	38040	40860	43680	46500
LOW INCOME	32900	37600	42300	46950	50750	54500	58250	62000
Navajo County, AZ								
30% LIMITS	11650	13300	14950	16600	17950	19300	20600	21950
VERY LOW INCOME	19400	22200	24950	27700	29950	32150	34350	36600
60% LIMITS	23280	26640	29940	33240	35940	38580	41220	43920
LOW INCOME	31050	35450	39900	44300	47850	51400	54950	58500
Santa Cruz County, AZ								
30% LIMITS	11650	13300	14950	16600	17950	19300	20600	21950
VERY LOW INCOME	19400	22200	24950	27700	29950	32150	34350	36600
60% LIMITS	23280	26640	29940	33240	35940	38580	41220	43920
LOW INCOME	31050	35450	39900	44300	47850	51400	54950	58500

REQUEST FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

Name:	Date:
Representing:	Phone:
The project is:	
<u>How will the CDBG funds be used?</u>	
<u>Location and mailing address for the project:</u>	
<u>What is the problem that will be solved with the project?</u>	
<u>Describe the persons who will benefit.</u>	
At least 51% of the persons who benefit must be low-to-moderate income. <u>What is the proof that they are low to moderate income?</u> (There must be solid statistical proof from the U.S. Census, a pre-approved survey, or other firm documentation.)	
Total number of persons who will benefit	Number of low-moderate income persons who will benefit:
Estimated cost is at least \$ _____ and \$ _____ in CDBG funds is needed.	
How were the cost estimates derived?	
If other funds are needed for the project, what is their source?	
Are the other funds needed legally committed to the project? If they are not legally committed by December 31, 2022, the project is not eligible. (You will need proof for the application.)	

Contact Person for this project:		
Address: Community:	Zip:	Phone:
E-mail (if available):		Fax:

I/we understand that the Council / Board of Supervisors may not prioritize my project at the top of the list for CDBG funding and I/we may not receive a CDBG allocation.

I/we have submitted, as appropriate (please check each that applies),

- ☒ Agency Operations Budget
- ☒ Project Budget
- ☐ Firm Commitment of Financing
- ☐ Donation/Volunteer Pledge

I/we will submit all required back-up information at the request of the community. I/we understand that if the requested items are not received by the stated deadline, our request for funds will move to the bottom of the priority list and may not be funded.

If allocated CDBG funds, I/we certify that I/we will not engage in partisan politics or conduct religious proselytizing in the CDBG funded program or facility.

If allocated CDBG funds, I/we certify that I/we will continue the program for which CDBG funds are allocated for at least five years after grant close-out, which may be as long as eight years from now.

Authorized Signature

**THIS FORM MUST BE COMPLETE
UNSIGNED REQUESTS WILL NOT BE CONSIDERED
BY THE COUNCIL / BOARD**

City/Town/County
Address
Phone

(SAMPLE)
CDBG GRIEVANCE PROCEDURES

LEVEL ONE

Any complaint or grievance regarding the City/Town of _____ CDBG process may be reported within 3 calendar days informally to City/Town of _____ staff, (staff person name), who will attempt to resolve the issue informally.

LEVEL TWO

If the complaint has not been resolved satisfactorily in an informal manner, a written complaint may be mailed to _____, City/Town of _____, (Title). The (Title) will further investigate and issue a written response within ten calendar days.

LEVEL THREE

If the complaint has not been resolved satisfactorily by the (Title), a written complaint may be filed with the Mayor within ten calendar days of receipt of response from Level 2.

The Mayor will name a grievance hearing officer. The Grievance Hearing Officer will issue a written response within fifteen calendar days of receipt of the complaint.

The Grievance Hearing Officer's decision will be final.

To initiate a grievance contact:

Person Name
Title
City/Town/County
Address
Phone

For TTY access, call the Arizona Relay Service at 1-800-367-8939 and ask for City/Town of _____ at xxx-xxx-xxxx.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting	November 15, 2022
Date:	
Subject:	Letter to the Legislative Housing Supply Study Committee
Department:	Housing Department
From:	Shannon Boone, Housing Manager

REQUESTED ACTION

Approve the proposed letter to the Legislative Housing Supply Study Committee

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve the draft letter to the Legislative Housing Supply Study Committee."

BACKGROUND

The Housing Supply Study Committee is a bi-partisan group intended to review data on the scope of housing supply and access, compile an overview of ways to address Arizona's housing shortage and to mitigate its causes, and solicit ideas and opinions of industry and subject matter experts and the community on additional recommendations. On or before December 31, 2022, the Committee will submit a final report regarding the Committee's findings that will foster a positive housing supply in this State to the Speaker of the House of Representatives and the President of the Senate and provide a copy of this report to the Director of the Arizona Department of Housing.

On Monday, September 26, City of Cottonwood staff presented findings from the 2021 Verde Valley Housing Needs Assessment, along with information on the projects and policies Cottonwood has implemented to address affordable housing to the Housing Supply Study Committee.

This letter, on behalf of the City of Cottonwood, reiterates the importance of finding solutions to affordable housing while also opposing the by-right zoning legislation that would remove local control.

JUSTIFICATION/BENEFITS/ISSUES

The letter to the Housing Supply Study Committee highlights the achievements of the City of Cottonwood in addressing the housing crisis while opposing the by-right zoning legislation that would remove local control. It also reiterates the idea that state-funded infrastructure would be beneficial to creating development to include affordable housing.

COST/FUNDING SOURCE

\$0

ATTACHMENTS:

File Name	Description	Type
Housing_Supply_study_committee_letter.docx	Letter to Housing Supply Study Committee	Exhibit



October 24th, 2022

Senator David Gowan
Co-Chair
Housing Supply Study Committee
Arizona State Legislature

Representative Steven Kaiser
Co-Chair
Housing Supply Study Committee
Arizona State Legislature

Dear Chairman Gowan, Chairman Kaiser, and Members of the Housing Supply Study Committee,

Thank you for the opportunity to provide testimony during the Housing Supply legislative hearing in Sedona on September 26, 2022.

As presented at the hearing, the Verde Valley Housing Study was invaluable in defining Cottonwood's housing needs. We have followed our study's recommendations and hired a Housing Manager (in partnership with the City of Sedona) to lead our affordable housing strategy. We are also working to develop an incentive policy for affordable housing development.

In addition, the City of Cottonwood has done, and continues to do, extensive work to ensure our local zoning and building codes support housing development. We feel this approach has been helpful as evidenced by the number of pending housing projects, multi-family in particular, presented at the hearing. Here are the main changes the City of Cottonwood has implemented in support of additional housing units.

- Reduced parking requirements for some commercial uses and authorized CD Director to reduce required parking for any uses (Ord. 461, 2018)
- Reduced rear yard building setbacks in R-2 Single and Multi-family (Ord. 679, 6/16/20)
- Allowed tiny houses affixed to foundations to be permitted as manufactured homes (Ord. 680, 7/21/20)
- Allowed multiple detached units in R-2 Single and Multi-family, and R-3 Single and Multi-family including Manufactured Housing (Ord. 703, 8/3/21)
- Permitted multi-family residential use by right in C-1 Light Commercial (Ord. 707, 9/21/21)
- Permitted residential attached to commercial uses by right in C-1 Light Commercial (Ord. 707, 9/21/21)



- Adopted optional design guidelines for reduced setbacks and lot sizes in Old Town area (Ord. 709, 11/2/21) Reduced minimum open space requirements for multi-family residential –from 30% to 20%, authorizing PZ Commission to reduce further (Ord. 711, 3/15/22)
- Eased access requirements for new development by permitting access from recorded easement not just public ROW (Ord. 711, 3/15/22)
- Reduced landscaping yard requirement for multi-family uses abutting single-family by allowing six foot wall alternative (Ord. 711, 3/15/22)
- Reduced the required minimum lot size and minimum lot area per unit in R-3 Single and Multi-family including Manufactured Housing and R-4 Manufactured Housing (Ord. 711, 3/15/22)
- Allowed multiple detached units in R-4 Manufactured Housing (Ord. 711, 3/15/22)
- Permitted R-2 density multi-family residential use by right and R-3 density multi-family residential use by conditional use permit in CR Commercial Residential (Ord. 711, 3/15/22)
- Allowed cluster subdivision option to reduce lot sizes with same overall density and minimum required natural open space reserved (Ord. 723, 10/18/22)

The City of Cottonwood is opposed to the type of sweeping by-right legislation proposed last session which would remove local control and potentially decimate the character many small-town residents value. New buildings as high as 75' allowed in most of our city would not only look awkward, but would likely be prized for their views – which would make them unaffordable, and decrease the property values of those whose views were diminished by the new construction. Additionally, the elimination of the public input process would reflect poorly on local leaders despite it being an action of state government.

Instead, we request you consider providing funding for infrastructure expansion and improvements needed in rural communities to support population growth and additional housing. The cost to developers for extending water and sewer to land at the City's periphery is prohibitive for affordable housing. The few remaining infill sites provide limited parcel sizes, or very high land costs. We also request your support for additional funds through the Arizona Department of Housing for rural areas and to direct funds directly to workforce housing.

We appreciate the Committee's interest in supporting cities and towns in our efforts to provide housing for all residents. Please do not hesitate to contact me with any additional questions.

Sincerely,

Tim Elinski
Mayor

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 15, 2022
Subject:	Ordinance Number 724--Zone Change from R-1 (Single Family Residential) zone to PAD (Planned Area Development) zone to allow 397 multi-family dwellings with buildings up to three stories in height, 19 single-family dwellings, medical offices, and a three-story storage facility, on approximately 30.5 acres located on the north and south sides of W. Mingus Avenue, west of Willard Street.
Department:	Community Development
From:	Gary Davis, Senior Planner

REQUESTED ACTION

Public Hearing and first reading of Ordinance 724, a Zone Change from R-1 (Single Family Residential) zone to PAD (Planned Area Development) zone to allow 397 multi-family dwellings with buildings up to three stories in height, 19 single-family dwellings, medical offices, and a three-story storage facility, on approximately 30.5 acres located on the north and south sides of W. Mingus Avenue, west of Willard Street, at 48 S. Candy Lane, 259 W. Mingus Avenue, and 250 W. Mingus Avenue. APN: 406-32-022U, 406-32-022N, 406-32-022G, 406-33-132B, 406-33-004, 406-33-005. Applicant: MJC Investment Property V, LLC.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:
N/A Public Hearing and first reading only.

BACKGROUND

The applicant requests a Zone Change from R-1 (Single-Family Residential) to PAD for a development containing 397 multi-family dwellings (apartment and townhouse-style), 19 single-family dwellings, medical offices, and a storage facility. The applicant also requests building heights of three stories for the multi-family and storage buildings. The proposed 416 residential units on the 30.5-acre site represents an overall density of 13.6 units per acre, or about 14.6 per acre if the office and storage areas are excluded.

PAD zoning, if approved, is subject to a Master Development Plan (MDP) that includes site plans and describes the proposed uses. The applicant has submitted an MDP for a mixed-use development on a site consisting of six parcels located both north and south of Mingus Avenue west of Willard Street in three main portions.

The largest portion lies north of Mingus Avenue. This area would contain all the apartment-style

units, some of the townhouse-style units, all the single-family units, and a club house facility. These would be connected by a network of private streets and parking areas. The tallest buildings would be towards the south and east, facing Willard Street and Mingus Avenue, with parking contained between buildings. Landscape areas and buildings – rather than parking – would be the dominant elements along those streets, contributing to a walkable environment. The one-story single-family units and the club house, located along the west edge of the property, would be the most visible features from the single-family Verde Heights neighborhood 400-500 feet away, across the ravine.

Another portion of the site lies south of Mingus Avenue and west of Candy Lane. This area would contain some of the two-story townhouse-style units and the medical offices. These uses would be served by private streets and parking areas, as would five existing single-family houses that are not part of this development but would rely on the development's driveways for vehicular access. Proposed Stipulation 12, below, requires dedication of easements guaranteeing access to these houses.

The smallest portion of the site is a 1.1-acre tract on the south side of Mingus Avenue between the three-story Highland Square multi-family development and a large church campus. This area is proposed for a three-story storage facility that would serve residents of the new development and the general public. This use, which is light industrial in nature, is unusual for a mixed-use PAD development. While the proposed use might be more appropriate in an industrial zone, the proposed storage facility should not have negative impacts on the adjacent uses, a three-story multi-family development and a large private school building.

The site is adjacent to the proposed Blowout Trail and the MDP circulation plan shows a connection to that trail. Using the trail or the sidewalk on Willard Street, most of the development would be within a half-mile walk of Old Town. Verde Valley Medical Center, a major regional employer, is within walking distance to the south, via Candy Lane. The development would also be within a half mile of the City's library and recreation center, as well as County offices.

The applicant has provided a traffic impact analysis based on estimated vehicular trips generated by the development. The analysis anticipates impacts to the intersections of Mingus Avenue/6th Street and Willard Street/Main Street, with increased congestion at both intersections. The analysis indicates congestion would increase over time based on other growth in the area, whether trips from this project are added or not, and proposes no mitigation at this time, however, given the walkable distance to Old Town, staff anticipates the number of vehicular trips in that direction would be somewhat smaller than if the distance were greater, but the extent of that reduction is not known. A proposed stipulation provides that the City may require further analysis for later phases and possibly off-site improvements to mitigate traffic impacts resulting from the development.

According to the MDP, about 37% of the total site would be usable open space. At least 30% usable open space is required for PAD's. The MDP conceptual landscape plan shows trees and shrubs throughout the site and several retention basins. All landscaping is required to meet the requirements of Zoning Ordinance Section 407.

The applicant's letter of intent and MDP state 10% of units will be allocated for workforce housing. A proposed stipulation requires the developer to enter an agreement with the City to provide workforce-level rents for at least 42 units.

On June 1, 2022 the applicant held the required neighborhood meeting to which all property owners within 300 feet were invited. A summary of that meeting prepared by the applicant is attached.

On October 17, 2022, the Planning and Zoning Commission held a public hearing and unanimously recommended approval, subject to stipulations 1-18 below. At that meeting, a Commissioner commented that the proposed storage facility is not the highest and best use for a high-profile parcel on Mingus Avenue. Staff agrees and proposes adding stipulation 19 to ensure the storage facility is not built without at least a portion of the residential development being completed first. Staff has also added sidewalk construction in addition to pavement, curb, and gutter in Stipulations 4 and 5, to clarify that they will be included in the required off-site improvements. Staff's proposed additions to the Commission's recommended stipulations are underlined.

1. Development shall be in substantial conformance with the Master Development Plan dated October 5, 2022 and reviewed by the Commission on October 17, 2022.
2. The development shall be consistent with Code Review comments dated May 3, 2022, where applicable and not superseded by the Master Development Plan, and with the April 19, 2022 letter from the City of Cottonwood Airport Manager. In addition, each development phase shall be subject to a new Code Review, to ensure compliance with the Master Development Plan and all applicable codes.
3. Building permit applications for at least the first phase of buildings shall be submitted to the City no later than 24 months from the date of Zone Change ordinance adoption. If this stipulation is not met, the City may take action to revert the site to its previous R-1 zoning or extend the time by which building permit applications must be submitted. If building designs differ significantly from those shown in the Master Development Plan, additional Design Review approval by the Planning and Zoning Commission shall be required.
4. Developer shall dedicate right-of-way and construct pavement, curb, gutter, and sidewalk on Willard Street per City of Cottonwood Standard Detail No. 1603, 3-4 Lane Collector.
5. Developer shall construct pavement, curb, gutter, and sidewalk on Candy Lane per City of Cottonwood Standard Detail No. 1602, 2-Lane Collector. Developer shall dedicate right-of-way or public easement for Candy Lane per the requirements of City of Cottonwood Public Works prior to application for building permits in the portion of the site west of Candy Lane and South of Mingus Avenue.
6. The City may require further traffic impact analysis for later development phases, and contributions to off-site improvements may be required by the City or ADOT to mitigate traffic impacts resulting from the development.
7. Bicycle parking shall be shown on building permit site plans and installed per Zoning Ordinance Section 406.H. prior to issuance of a Certificate of Occupancy.
8. Front landscaping yards per Zoning Ordinance Section 407 shall be included in building permit plans for the first phase in each portion of the site, and shall be installed prior to issuance of Certificate of Occupancy for that phase.

9. Parking shall be provided in compliance with Zoning Ordinance Section 406.
10. Entry/parking areas in front of garage doors shall be a minimum of 20 feet in length to ensure parked vehicles are not blocking through streets/driveways.
11. Assignment and installation of addresses and private street names shall be approved by the Fire Department prior to application for building permits. Street name signs for private streets shall be white or otherwise differentiated from public street name signs, and shall include the words "PRIVATE STREET."
12. Developer shall dedicate easements guaranteeing vehicular, pedestrian, and utility access from public rights-of-way to all adjacent single-family residences west of Candy Lane, prior to issuance of building permits for any structures in the portion of the site west of Candy Lane and south of Mingus Avenue.
13. Developer shall construct off-site trail connecting the club house area with the Blowout Trail within a trail easement agreed to by the City, the developer, and the landowner. Trail shall be natural dirt surface no less than four feet in width.
14. The existing trail easement on APN 406-32-022N and 022U at the west edge of the site north of Mingus Avenue, recorded by instrument 2018-0058466, shall be retained, and additional public pedestrian easements shall be recorded prior to issuance of building permits, to provide public pedestrian access between Mingus Avenue and Blowout Trail via other routes acceptable to the developer and the City.
15. The developer shall combine parcels to eliminate internal parcel boundaries prior to submittal of building permit applications.
16. Three-story heights for multi-family and storage buildings are permitted, subject to Fire Department requirements for the additional height.
17. Developer shall coordinate with Cottonwood Area Transit to locate stops and dedicate easements for the stops if necessary.
18. Developer shall enter an agreement with the City of Cottonwood prior to submittal of building permit applications, to provide rents at or below an agreed-upon "workforce housing" level on no fewer than 42 units.
19. No certificate of occupancy for the storage facility shall be issued before certificates of occupancy have been issued for 100 residential units in this Planned Area Development.

JUSTIFICATION/BENEFITS/ISSUES

The proposed mixed-use development is consistent with the land use designation and policies of the General Plan, which supports multi-family and mixed-use development within walking distance of Old Town and civic areas. While the nonresidential aspect of this mixed-use development is limited to offices and storage, the proposal is otherwise supported by the objectives listed above and the description of the Clemenceau growth area

Description of the Clemenceau General Plan

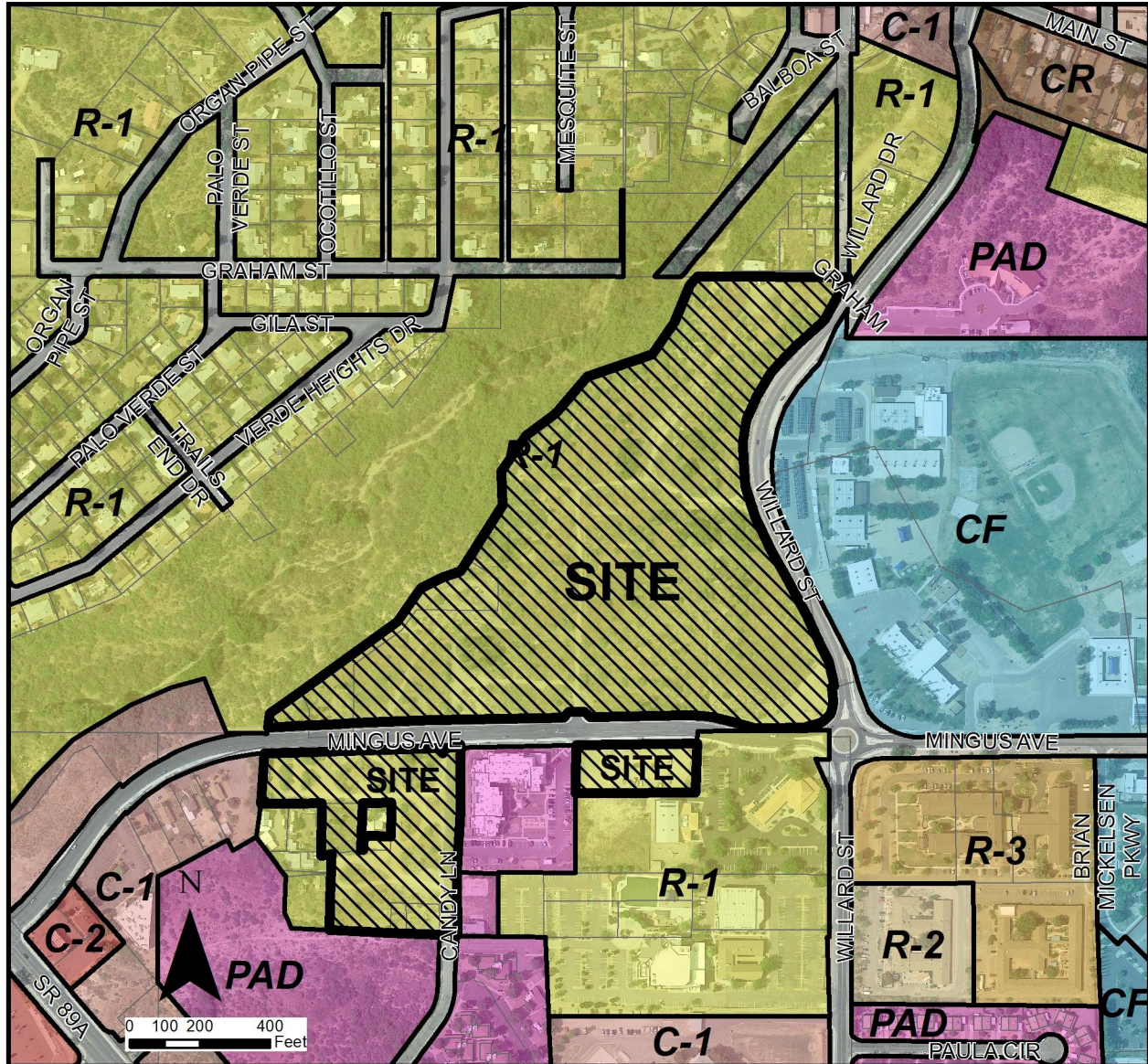
COST/FUNDING SOURCE



There is no cost associated with adoption of this Zone Change. With the addition of more than 400 households, along with new commercial office and storage businesses, the proposed use would increase tax revenue, per-capita state-shared revenue, and demand for City services. No additional public street maintenance would be required.

ATTACHMENTS:

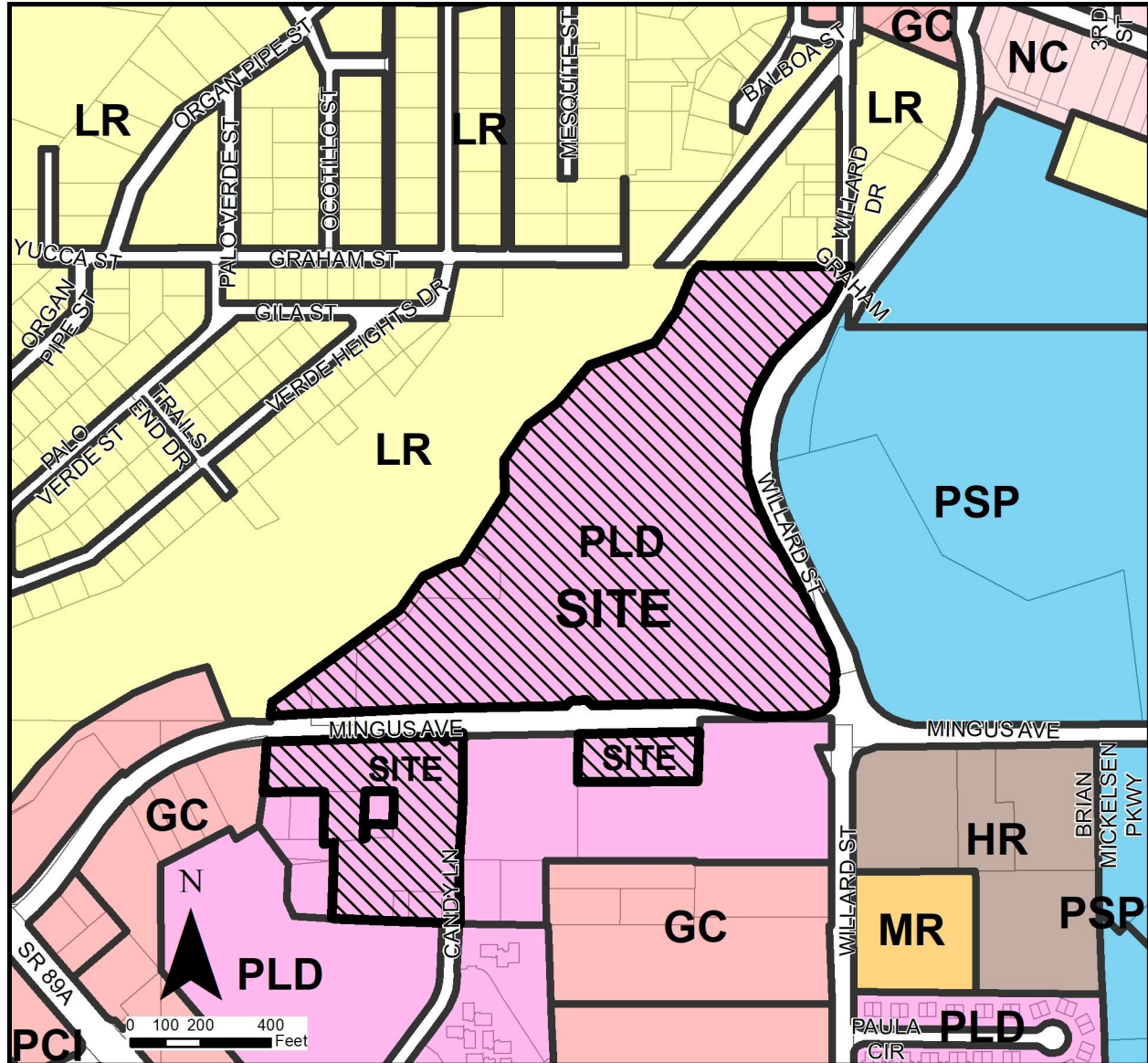
File Name	Description	Type
2_zoning_aerial.jpg	Zoning Map	Backup Material
3_land_use_color.jpg	General Plan Land Use Map	Backup Material
Clemenceau_Site_Plan.pdf	Site Plan	Backup Material
05_LOI-10-5-22.pdf	Letter of Intent	Backup Material
06_Clemenceau_Narative-10-5-22.pdf	Master Development Plan Narrative	Backup Material
08_Neighborhood_Meeting_Questions_and_Answers_June_1st_2022.pdf	Neighborhood Meeting Notes	Backup Material
Ord724.docx	Ordinance 724	Ordinance
Ordinance_Number_724_Exhbit_A.docx	Exhibit A to Ordinance 724 - Legal Description	Ordinance

CLEMENCEAU PLACE ZONE CHANGE Z 22-006



-  Proposed Zone Change to PAD
-  Zoning Boundary

CLEMENCEAU PLACE ZONE CHANGE Z 22-006



-  Proposed Zone Change to PAD
-  Land Use Designation Boundary

FILE PATH: S:\Projects\Shon Architecture, Clemenceau Place, Cottonwood, AZ\CAD\2. MDP_PAD\Bases Files\cottonwood PAD_SHEETS.dwg
USER: Shon Bowen
PLOT DATE: 9/18/2022 5:03 PM

CLEMENCEAU PLACE

MASTER DEVELOPMENT PLAN

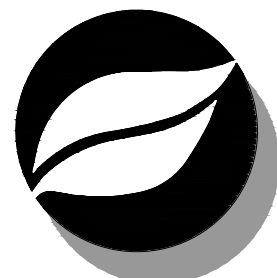
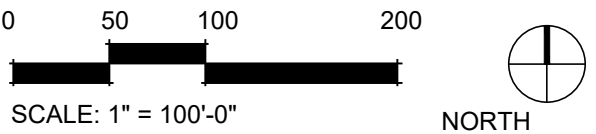
EAST 1/4 OF SECTION 33, T16N, R3E, G&SRB&M, YAVAPAI COUNTY, ARIZONA
SITE ADDRESS: CITY OF COTTONWOOD, COUNTY OF YAVAPAI, STATE OF ARIZONA

PARKING REQUIREMENTS PER CITY OF COTTONWOOD					
RESIDENTIAL USES	REQUIRED SPACES PER DWELLING UNIT (D.U.)	D.U. ON SITE	REQUIRED SPACES	PARKING TYPE	PROVIDED SPACES
SINGLE FAMILY					
9 - THREE BED D.U.	2 SPACES PER D.U.	9		GARAGE	38
10 - TWO BED D.U.		10		TANDEM	38
				UNCOVERED SURFACE	0
				UNCOVERED STREET	0
		19	38	UNCOVERED GUEST	8
				-	84
TOWNHOME					
8 - TWO BED D.U. 3 PLEX	2 SPACES PER D.U.	24		GARAGE	84
2 - THREE BED D.U. 3 PLEX		6		TANDEM	36
3 - THREE BED D.U. 4 PLEX		12		UNCOVERED SURFACE	0
				UNCOVERED STREET	0
		42	84	UNCOVERED GUEST	22
				-	142
MULTI-FAMILY					
1 BED D.U.	1.5 PER D.U.	119	179	GARAGE	196
2 BED D.U.	1.7 PER D.U.	202	344	UNCOVERED TANDEM	196
3 BED D.U.	1.7 PER D.U.	34	58	COVERED SURFACE	128
2 & 3 BED D.U. GUEST PARKING	2.25 PER D.U.		59	UNCOVERED SURFACE	10
				COVERED STREET	31
				UNCOVERED STREET	20
				UNCOVERED GUEST STREET	59
		355	640	-	640
RESIDENTIAL TOTALS		416	762	-	866
COMMERCIAL USES	REQUIRED SPACES PER GROSS FLOOR AREA	GROSS FLOOR AREA S.F.	REQUIRED SPACES	PARKING TYPE	PROVIDED SPACES
MEDICAL OFFICE BUILDING					
	1 PER 200 S.F. OF GROSS FLOOR AREA	15,706	79	UNCOVERED SURFACE	79
STORAGE (WAREHOUSE)					
	1 PER 2,000 S.F. OF GROSS FLOOR AREA	39,204	20	UNCOVERED SURFACE	23
CLUBHOUSE					
	UNLISTED USE	9,302	17	UNCOVERED SURFACE	17
COMMERCIAL TOTALS			98	-	119

LEGEND	
	PROPERTY BOUNDARY
	EXISTING PARCEL BOUNDARY
	EXISTING TOPOGRAPHY
	PROPOSED TOPOGRAPHY
	RETENTION BASIN BOUNDARY
	POTENTIAL ENTRY SIGN LOCATION
	PROPOSED STREET LIGHT
	MULTI-FAMILY
	SINGLE FAMILY
	TOWNHOMES
	AMENITY/COMMERCIAL
	COVERED PARKING

1 CONCEPTUAL SITE PLAN

Scale: 1" = 100'



Consilium Design

LAND PLANNING AND
LANDSCAPE ARCHITECTURE

2755 SOUTH LOCUST ST,
SUITE 236
DENVER, CO 80222
TEL 303.224.9520
FAX 303.224.9524
www.consiliumdesign.com

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NOT FOR CONSTRUCTION

CLEMENCEAU PLACE
MJC INVESTMENT PROPERTY V, LLC
COTTONWOOD, ARIZONA

MASTER DEVELOPMENT PLAN

SUBMITTAL / REVISIONS:
08-25-2022 • Internal Review

CONCEPTUAL
SITE PLAN

L3.0



753 N. Main St.
P.O. Box 1245
Cottonwood, Arizona 86326
928-639-0776
Fax: 928-639-3801

Attn: Gary Davis, Senior Planner
Community Development
City of Cottonwood
111 North Main Street Cottonwood, AZ 86326
gdavis@cottonwoodaz.gov
(928) 634-5505 ext. 3322

Letter of Intent

Project working Title: Clemenceau Place

Project owners: MJC Investment Property V, LLC; Local contact: Richard Whitney

Parcel Numbers: 406-32-022S; 406-33-005; 406-33-004; 406-32-022N; 406-33-132B;
406-32-022G

Status or property ownership: The sale of the properties is currently under contract and will close upon receiving approvals.

The Location of the site: The site is situated in the county of Yavapai, State of Arizona, and is in the northeast corner of the intersection of W. Mingus Ave and W. Willard Ave. Parcels are located north and south of W. Mingus Ave. and west of Willard Street. The street addresses of the parcels are 250 West Mingus Ave., 259 West Mingus Ave. and 48 South Candy Lane, respectively.

Description of intent: We are pursuing a zoning change for these properties from R1 to PAD. The intent is to develop approximately 416 housing units in a mixed product development. 17 three story multi-family buildings with approximately 355 units, 42 two story townhomes in clusters of three and four and 19 single family homes. Age targeted senior housing may be a part of the product mix. A two-story medical office building and a self-storage facility are included south of W. Mingus Ave. A request to allow for three story apartment buildings and self-storage building is included in the MDP. Understanding there is a big demand for housing in Cottonwood and the region, our idea is to create a high-density development that feels like a neighborhood, while providing quality market rate housing and 10% of the housing will be allocated for workforce

housing. South of Mingus we are proposing a climate-controlled storage facility on the 1.14-acre parcel and a mix of offices and townhomes on the remainder parcel.

Description of site: The entire proposed project site is approximately 30.5 acres. The site is north of W. Mingus Ave. on top of a bluff some 30 feet above Del Monte Wash to the northwest. The site is fairly level and slopes from the southwest to the northeast where there is a drainage structure under Willard St. The site is somewhat disturbed and shows evidence of previous uncertain use and still has overhead utilities crossing it. The site has good at grade frontage along all of W. Mingus Ave and most of N. Willard Street. Old Town Cottonwood is approximately ¼ mile to the north of Hwy. 89A is approximately ¼ mile to the west. The site south of W. Mingus Ave. is in two parts, made up of several parcels accessed by S. Candy Lane and a curb cut that aligns with old N. Cholla street. These parcels are fairly level in grade as well and generally abut other developed properties. Verde Valley Medical Center is approximately ¼ mile to the south.

Design intent for the Housing parcel: We will be developing the multi-family buildings first and the other unit types in the future. We will be including curb gutter and attached sidewalks on most of the streets. We are proposing minimal building setback to utilize the space better and to create an urban experience unique to other multi-family properties. We are proposing an approximately 50-foot-wide street cross section with parallel parking on both sides of the street. We are proposing to capture as much stormwater as possible and use it in a series of bioswales and detention basins to help manage the storm flows, irrigate the landscape, as well as look for areas to reduce concrete, and integrate water flow into landscape reducing irrigation demand. The overhead utilities will be placed below ground into new easements. Included amenities will be low water landscape, site wide area lighting, site furnishings for residences, a clubhouse with workout facility, meeting rooms, a swimming pool, and other outdoor areas for games and socializing. The business office and leasing center will most likely be in the Clubhouse building.

Easements: APS, Suddenlink or Century Link, Natural Gas is on the property, but we are not sure of the Easement locations or extent yet. There are no other known deed restrictions.

Timeline and phasing for site improvements: This project is being developed based upon the identified community needs within the General Plan. The overall goal is to develop a project that is responsive to the needs of the community at the time of need. To be successful in this goal and develop a quality project there will need to be flexibility in timing and be responsive to the needs of the community. It is the intent of this schedule to identify the desire for project progress at this point in the process. In the perfect scenario the entire project will be completed on or before the dates shown and as presented. To be as responsive to the needs of the community some of the items listed may start before or after the projected dates. Needs of the community may even alter the actual facilities

being developed, it is not anticipated that there will be any major changes to the intended use, but slight plan amendments may be necessary to adequately address the community needs in the future.

Anticipated project scheduling including phasing of development:

1. Vesting, platting, and permitting: Ongoing, anticipated completion date July 2023
2. Infrastructure: Commence July 2023, Completion August 2024
3. Marketing: Commence July 2023 ongoing for duration of project development
4. Community Facilities: Commence March 2024, Completion December 2024
5. Multi-Family and Medical south of Mingus Ave: Commence May 2024, anticipated occupation starting June 2025
6. Single Family residential: Commence July 2024 anticipated occupation starting November 2024
7. Multi-Family residential north of Mingus: Commence July 2024, anticipated occupation starting November 2024
8. Apartments: Commence August 2024, anticipated occupation starting February 2025
9. Storage Facility: Commence July 2024, anticipated occupation starting February 2025
10. Complete buildout of project December 2026

Jesse Dowling
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NARRATIVE:

Proposed Name of Development: Clemenceau Place

Applicants/Property Owner Name: MJC Investment Property V, LLC (Local Contact: Richard Whitney) Address: 23421 S. Point Drive Suite 270, Laguna Hills, CA, 92653
Phone: 518-772-8568 E-mail: rwhitney12866@yahoo.com

Description of Location: Physical Address 48 S Candy Ln, 259 W Mingus Ave, & 250 W Mingus Ave. Clemenceau Place is located north and south of West Mingus Ave., east of N. Willard Street, and southwest of the Del Monte Wash.

Section Township Range: S33-T16N-R03E; S34-T16N-R03E; S33-T16N-R03E

Parcel Numbers: 406-32-022U; 406-32-022N; 406-32-022G; 406-33-132B; 406-33-004; 406-33-005.

Preliminary Parcel Data

Description	Area Ac	Units	Units per Acre	Building lot coverage SF	Lot Coverage Percent	Percentage of MDP
MDP	30.50	416	13.64	310928	23%	100.00%
Common Area Open Space not including roadside or on parcel landscape	7.38	NA	NA	9300	3%	*24.20%
Roadways Hardscape	4.46	NA	NA	NA	NA	14.62%
Commercial	2.43	2	0.82	21042	20%	7.97%
Single- Family Residential	2.57	19	7.39	43540	39%	8.43%
Multi-Family Residential	2.41	42	17.43	54374	52%	7.90%
Apartments	11.25	355	31.56	182672	37%	36.89%

*Note: The actual open space is 37%, this consists of the 24.20% from the table above and the remainder of the landscaped portion of the other designated site areas.

The gross density of the development is 14 dwelling units per acre. Total open space is 11.2 acres, 37% of the developed area, and 19.29 acres hardscaped, 63% of the total developed area.

Summary of proposed property development setbacks

The overall goal of the project is to provide a development that is in harmony with the existing area development and addresses the General Plan goals and objectives for the area. The site plan for the entire development has been crafted to accomplish the General Plan recommendations and goals. The intent is to provide a complete plan of continuity, that flows and provides usable and effective space for enjoyment of the community residents. Once the MDP is acceptable for all stakeholders a Plat will be provided that will identify the actual property lines. This plat will provide flexibility allowing for cost effective use. There will be a mix of uses, providing ownership opportunities for individual residents and market rate rental products for transitional residents. It is the desire of the development team to provide a well managed development giving the future residents a pathway to financial sustainability and long-term success.

To satisfy Plan goals and objectives flexibility in setbacks are anticipated. The site and building setbacks for the project can best be defined by looking at individual portions of the overall development.

The largest area in the development is north of Mingus Ave. and west of North Willard St. The site contains single-family homes, townhomes and high-density multi-family units. The single-family units are along the western edge of the site looking over the vacant Del Monte wash and follow the existing top of the slope above the wash. The vacant wash is currently zoned R1 so there will be a 10' setback along the western property line consisting of landscaped buffering adjacent to the R1 single family zoning. To mitigate the existing slopes along the west property line, stepped retaining walls will be applied and these will also have integrated 6' fences to assist in the buffering of the R1 zoning. The design provides for the existing residences that utilize the historic Graham St. Right of Way for access by adding 2 onsite driveways to the planned realignment of the West Graham St. secondary access. As we make our way to the eastern property line that follows North Willard St., an 8' landscaped setback will be developed. A pull off style transit stop will be located on the west side of Willard approximately halfway between the 2 existing school entrances. This transit pullout will be incorporated into the onsite and roadway landscape design. The intent is to provide a roadway feature that blends well with planned Townhomes located adjacent to the stop. A second pull out style transit stop will be located on the north side of Mingus Ave. and will have a similar feel to the stop located on Willard.

Interior building setbacks and spacing will be dictated by current building and fire codes. Currently the single-family units are separated by 10' and the Townhome structures have an 8' separation.

The area south of Mingus Ave. and to the west of South Candy Ln., includes townhomes and the medical office building. The western property line will utilize a 10' landscaped setback even though the properties to the west of the site are zoned C1 and PAD. The townhome units will have a 10' landscaped setback., The medical office building has a 1.7' setback along a road frontage. The intent is to screen the parking with the structure, a standard practice for commercial use. An open space landscaped area is located to the east of the building as an intersection setback for site visibility.

The Townhomes in this area are fronting South Candy Lane, while the closest structure is 3.5' from the existing easement line the edge of roadway is 15' from the structure with a meandering sidewalk and robust landscaping making for an appealing street frontage as opposed to seeing rear of the structures. Discussions with the city regarding the dedication of South Candy Lane as a public street are ongoing. Current offsite improvement design includes the addition of curb/gutter and sidewalk to formalize the existing western edge of pavement. Future changes to the roadway width may lead to minor adjustments to the locations of the structures and driveways, but the overall layout and intent of the design will remain the same.

The final area is the 3-story climate-controlled storage building south of Mingus Ave and east of the existing Highlands assisted living. The properties will share the existing access driveway historically know as South Cholla St.. This site is presently designed with the access driveway around the structure. Along the west boundary the building is set back

75', to the north it is set back 28' plus additional landscaped Right of Way. To the east we have 118' between the property line and structure, this includes the driveway and parking as well as drainage Basin M. the setback from the south line is 25' to the adjacent property line of the Seventh Day Adventist Church complex.

Summary of Proposed Dwelling units and Development Standards

All parcels which total 30.49 acres will be planned as one Master Development Plan (MDP). The MDP plan will include 416 total dwelling units in a mixed product development. Our plan is to create a high-density development that feels like a neighborhood, while providing quality market rate housing. The MDP plan includes 17 three story multi-family buildings with 355 multi-family units, 42 two story townhome units in clusters of three and four, and 19 single-family homes ranging from 2-3 bedrooms. In addition to the residential units in the development there will also be 2 commercial facilities consisting of a 3-story climate-controlled Storage facility and a 2-story medical office building.

The developer understands that workforce housing is desperately needed in the area and has committed to working with the city to provide 10% of the dwelling units at an affordable workforce housing level of cost. The workforce housing income threshold is typically calculated to be between 60% and 120% of the area median income level. These workforce housing units will be implemented throughout the site and not confined to a single structure or portion of the site. To ensure that the program operates efficiently the developer will apply industry best practices and ensure compliance with threshold testing.

A key feature of this development will be the 355 dwelling units found within the 17 three story multi-family buildings. (See MDP sht. A 1.0 to 2.7) These will provide much needed housing stock to help supplement the otherwise limited housing market we are all seeing the effects of throughout the City and the Verde Valley region. A unique feature of these structures will be the concept of tandem parking. The tandem concept allows 2 vehicles to park one behind the other, in the case of the buildings for this development, the first floor will have enclosed single car garages at ground level below the structure with a tandem space behind the garage. The 2 spaces that this configuration allows will be required to be assigned to the same apartment unit and only for units that require 2 parking spaces per their number of bedrooms. This will ensure that only residents from the same dwelling unit will access the spaces. For the dwelling units that are of the single bedroom or efficiency style, covered parking spaces will be provided in the exterior parking areas. Please see the MDP's included site plans for a comprehensive parking table and highlighted areas of covered parking. The assignment and oversight of the parking spaces within the multi-family units will be handled by whomever is managing the complexes.

In addition to the high-density multi-family buildings and the single family structures the site will feature multi-unit Townhomes. (See MDP sht. A 3.0 to 3.4) Townhomes will be placed in groups of 3 and 4 units and utilize the same tandem parking concepts as previously mentioned. Townhomes will be located both on the main residential portion of the site (18 units in clusters of 3 and 4 units) as well as on the portion of the site to the

south of Mingus Ave. with the Medical Office Building (24 units in 8 clusters of 3 units). Having these Townhome units located near the office building and the hospital campus will provide essential housing for the increased number of traveling doctors, nurses and medical professional staff that will call the City home in the future. A theme of this development has been flexibility in suiting the needs of the community. To accomplish that goal, portions of the Townhomes in this location may also be great candidates for senior housing unit designations.

The single-family 2 to 3 bedroom homes range in size from 2027 sf to 2307 sf respectively. (See MDP sht. A 4.0 to 4.9) Single-family homes are placed along the top of the slope on the western edge of the site above Del Monte Wash. This will provide desirable views and a buffer to the multi-family portions of the project. Homes will include 2 car garages and driveways with the same tandem parking concept.

South of Mingus and east of S. Cholla St, we are proposing a 3-story climate-controlled storage facility on 1.1 acres. The storage facility will be a 3-story structure with a 35' top of parapet overall height that offers a total floor area of 39,204 sf spread over 205 storage units and 3 floors. (See MDP sht. A 6.0 to 6.4) Placement of the storage facility adjacent to the residential site will provide a benefit to residents that are transitioning into the development as well as offer fresh storage facilities to the general public. Recent years have seen a steady increase in the self-storage industry and that trend is not being forecast to decrease in the future. A unique aspect of this storage facility is its climate-controlled environment, this ensures that stored items are kept safe from harsh weather as well as being more secure than traditional exposed storage facilities. Keeping the structure self-contained can allow the site to avoid the traditional exterior fencing that can have effect of creating an unfriendly outward appearance. The use of access codes or keycards at building access points ensures more relaxed feel to the site and allows it to blend into the existing developed surroundings.

South of Mingus and west of S Candy Ln we are proposing a 15,706 sf two story medical office building. (See MDP sht. A 7.0 to 7.4) With the building location being near to the Verde Valley Medical Center and it's associated medical complexes, it will be a natural fit for it to accommodate medical uses. With that natural fit in mind, we are also aware that community conditions can change and the ability to be responsive to those changing conditions is an important consideration. If the needs of the community indicate that another use will be more beneficial that is certainly an option we are open to addressing.

Summary of Proposed Land Uses and Development Standards

The Clemenceau Place streetscape and open space will be programmed to encourage connectivity to the neighborhood amenities and the City of Cottonwood throughout the development. We are proposing an approximate 50-foot-wide street cross section with parallel parking on both sides of the street. The streetscape will include a robust tree plan with sign monuments and planting beds at entrances and gateways into the neighborhood. The open space will include trails, parks, detention for stormwater, club house with pool, a robust tree planting plan and native drought resistant landscaping. The MDP streets and

trails ensure that the new development in this area extends and enhances pedestrian connections to all surrounding areas. In particular, this project ensures that any future planned development along Mingus Avenue and Willard Street includes convenient, safe pedestrian connections to the central part of Old Town. There is also the opportunity of a trail connection to use the Del Monte Wash for open space and passive recreational uses, including trails and walking paths, with access from adjacent developments and neighborhoods. The Clemenceau development will be connecting to the public street system at six access points into the development and two secondary entrances. The gated entrances will serve as access for the initial phases of construction of the development. The overall design rationale for the Clemenceau Place plan is to extend the existing pattern and spacing of surrounding streets into the community affording strong vehicular and pedestrian connectivity. The interaction of the street framework into the natural open space along the wash creates a relaxed, natural edge with expansive views from internal streets and residences.

Description of architectural theme, colors, and exterior building materials

Contemporary architectural style with primary colors being brown, off white and blue. Materials will include stucco, hardy plank, stone and metal. All buildings shall exhibit some variety of differences, but there shall be continuity in materials and design theme throughout the project. (See MDP sht. L1.3)

Description of landscaping treatment, plant materials, fences, walls, open space improvements

The MDP landscaping treatment will include all undeveloped areas. All portions of the development site not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas and approved storage areas shall be landscaped in accordance with and exceed the General Regulations of Section 407-Landscaping. All landscaped areas will include right of way, street perimeter, street frontage, interior property line, parking lot, islands, building areas, open space and buffering (See MDP sht. L1.3 & L4.0). The plant materials will be drought tolerant native plantings and adaptive plants. The plans will be selected from the plant list in Section 407-H Cottonwood Area Landscape Plant List (See MDP sht. L7.0). Some of the plant material will include native trees including Arizona Cypress, Neatleaf Hackberry, One-seed Juniper, Utah Juniper and Velvet Mesquite. We will also program the following adaptive trees; Ash Modesto, Crape Myrtle, Hackberry, Honey Locust, Aleppo Pine, Texas Mountain Laurel, and Texas Honey Mesquite. The programmed native shrubs will include Feather Dalea, Manzanita, Mountain Mahogany, Mormon Tea, and Saltbush. The adaptive shrubs include: Globe Mallow, Chinese Juniper, Sabina, Grey and Green Santolina, and Yucca varieties.

The fencing and walls will be in accordance with the General Provisions Section 404-J Walls and Fences We are proposing a series of 3 stone retaining walls where needed along the west side of the development and the open space. There will also be an enclosed fence 5-6 feet high around the swimming pool club house area to prevent uninvited access. (See MDP sht. L6.0 item #'s 2 & 9).

The Open space and amenities include low water landscape, site wide area lighting (See MDP sht. L6.0 item #4), site furnishings for residents (See sht. L6.0 item #6), a

clubhouse with workout facility, meeting rooms, a swimming pool and outdoor parks for games and socializing. We are proposing to capture as much stormwater as possible and use it in a series of bioswales and detention basins to help manage the storm flows, irrigate the landscape, as well as look for areas to reduce concrete, and integrate water flow into the landscape reducing irrigation demand. We are proposing an open space park south of W. Mingus Ave. and west Candy Lane. This park will also serve as a buffer with a tree screen for the abutting adjacent residential properties (See MDP sht. L4.0).

Transportation goals and objectives

The development of the project will increase the traffic adjacent to the project. The transportation goal for the project is to provide safe and reliable access to the planned development without impacting the operation of the existing roadway network. The project objective is to develop a “Complete Street” emphasis addressing multimodal features within the design of the entire PAD.

The project will be accessed from North Willard Street and West Mingus Avenue. North Willard Street is a two-lane major collector street providing access to the Grade School, Hospital, and the Old Town area as well as a connection to SR89A, West Mingus Avenue and North Main Street. West Mingus Avenue is classified as an arterial roadway interconnecting SR89A and North Main Street. West Mingus has recently been upgraded to address the existing and planned traffic volumes along its route. North Main Street is also classified as an arterial roadway conveying traffic throughout the Cottonwood area. SR89A is classified as principal arterial/highway providing access throughout the Verde Valley and beyond. The onsite circulation will consist of the development of residential collector streets including robust landscape, sidewalk pathways, on-street and off-street parking and lighting consistent with the existing Old Town lighting fixtures (See MDP sht. L6.0 item #4)

Traffic calming will be accomplished through a multipoint process. The streets are short in length with controlled intersections. There is side friction created by the placement of curb extensions (pedestrian friendly) and on-street parking, the travel lanes are narrow and sharp horizontal curvature is incorporated to slow traffic. Pathway access from the planned units to the parking areas and beyond will be designed to be as accessible as possible. Information and guide signs will be installed to assist in the overall accessibility multimodal awareness.

Offsite multimodal transportation enhancement will also be developed. The west side of North Willard Street will be completed with curb gutter and sidewalk, street lighting and robust landscape treatment. This portion of North Willard will continue to be classified as a shared roadway bike route with marking. The side streets will be stop sign controlled. North Willard will continue to be through flow. The west side of South Candy Lane will be completed with curb gutter and sidewalk with robust landscape treatment and pedestrian connections to the planned multi-family Townhomes.

As previously stated, the goal of the project is to provide safe and reliable access to the project. The site circulation plan will accomplish this goal. The new access points are aligned with existing driveways or are incorporating previously planned roadways. The site includes a walkable design and a trail system that connects to the surrounding areas. The “Complete Street” design incorporated is in accordance with the Cottonwood General Plan providing multi-modal transportation. The overall site is in proximity with

nearby commercial, instructional and recreational uses that can be accessed on foot, by bicycle (most attractions are no more than ½ mile) or via public transportation reducing the reliance on vehicular use with an overall cost effective, healthy outcome. A complete Traffic Analysis is provided for your review.

Wastewater Collection

The waste collection system is designed to utilize the existing gravity collection lines located within West Mingus Avenue and North Willard Street. This will distribute the flows to two portions of the City's collection network eliminating the need for a project specific wastewater lift station saving the up-front costs as well as the ongoing repair and maintenance costs. Due to the density of the project and the limited individual lot size, a waiver of the installation gray water plumbing is requested. In lieu of gray water plumbing, the project is implementing rainwater recharge, reuse, and the use of treated effluent for landscape watering.

Stormwater goals and objectives

The overall goal for stormwater management will be to capture and recharge a 100 year 2-hour storm while minimizing offsite discharges. The stormwater will be directed to many detention/retention basins located within the common area of the project, reducing the overall environmental impact associated with urban runoff. The objective will be to mitigate any existing stormwater discharge issues and mitigate any runoff contaminants prior to discharge into the natural drainage-ways.

The stormwater presently surface flows across the subject property from the southwest to the northeast with a small portion discharging into Del Monte Wash (DMW). The flows to the northwest are conveyed down the side of DMW through eroded washes and ravines adding to the overall sediment load being conveyed to the Verde River system. The design will incorporate slope drains metering flows from detention/retention “sediment basins” to energy dissipation pools at the base of the slope. The stormwater to the southwest of Mingus Avenue will be intercepted and recharged within two detention/retention basins resulting in a decrease in the peak discharge being conveyed within Mingus Avenue to the northeast. The stormwater developed to the northeast of Mingus Avenue and west of North Willard St is conveyed overland to the east and northeast where it is collected along the roadside and discharged into the wash running from the intersection of Graham St. on the east side of North Willard, reducing the existing offsite stormwater flow to a level that will mitigate the flooding conditions at the historic outfall of the property. The planned collection network will include bioswales and detention/sub-surface retention basins to help manage the storm flows and irrigate the landscape. A complete Preliminary Drainage Report is provided for review.

Utility plans

The overall goal for utilities is to develop a plan that meets the providers’ expectations while minimizing the impact associated with the development.

Power Distribution

In accordance with City requirements all overhead power lines will be replaced with underground facilities.

Natural Gas and Internet

Will be provided to all units within the development.

Water Distribution

The waterlines will be a looped network providing redundant potable and necessary fire flow to the development.

Reclaimed Irrigation

Reclaimed irrigation waterlines will be installed and available for use upon delivery of water to the site.

The MDP Objectives

Clemenceau Place project objective meets and exceeds the intent of the PAD District. The MDP allows flexibility in the design of higher-quality development to provide a mix of residential types, as well as integrated commercial and/or institutional uses prepared through a comprehensive master development plan. The MDP considers pedestrian quality, attractive architecture, site development, open space networks and community values. (PAD Zone). The Plan includes a mix of residential types including apartments, townhomes, and single-family homes with integrated commercial use south of West Mingus Ave. Pedestrian connectivity is paramount to the plan with connections to the hospital and adjacent commercial and institutional uses to the south, schools east of North Willard, and Old Town Cottonwood to the north. The historic Clemenceau area will serve as a critical connection between the old and new areas of the city, with a neighborhood consisting of attractive and refreshing building architecture types. The Plan has a very strong urban form, well integrated with an open space edge formed by the Del Monte Wash.

The overall design rationale for the Clemenceau Place plan is to extend the existing pattern and spacing of surrounding streets into the community affording strong vehicular and pedestrian connectivity. The interaction of the street framework into the natural open space along the wash creates a relaxed, natural edge with expansive views from internal streets and residences.

Buildings are sited along West Mingus to create a strong urban streetscape, mimicking that of existing buildings south of West Mingus. The curving nature of North Willard and arrangement of buildings creates a softer edge, similar to the school facilities across the street with drainage integrated into the landscape areas along the street.

Clemenceau Place and General Plan Goals (*Italic notes are taken directly from the City of Cottonwood General Plan*).

Development standards for Clemenceau Place compare with comparable development standards for existing zoning standards as follows:

AREA 4: CLEMENCEAU The Clemenceau area was originally a separate town site that developed in connection with the UVX Smelter. It had housing, stores, churches, a theater, and a bank. Most of the historic buildings, with a few notable exceptions, are gone but the reference to this part of local history remains. This area currently contains a range of land uses including several major public facilities, schools, churches, and multi-unit housing. In addition, the area includes Cottonwood Elementary School and Cottonwood Middle School, as well as the district headquarters of the Cottonwood-Oak Creek School District. The Clemenceau Museum is also located in the historic Clemenceau School building.

The major feature of this area today is the vacant property along Mingus Avenue, which has outstanding potential for pedestrian friendly, mixed-use development. Opportunities for a trail network through the area could be considered along Del Monte Wash. The nearby Verde Valley Medical Center includes growing medical and health care related development that could be expanded into this area. Encourage more development in the Clemenceau area that supports the Verde Valley Medical Center, including medical offices, senior housing, and compatible businesses.

Clemenceau Place will support the Verde Valley Medical Center and its continuing success and achieve each of the following recommendations for development of the property:

Encourage and support a mixed-use development northwest and southwest of the Willard Street and Mingus Avenue intersection.

1. Ensure that new development in this area extends and enhances pedestrian connections to all surrounding areas. Ensure that any future planned development along Mingus Avenue and Willard Street includes convenient, safe pedestrian connections to the central part of Old Town.
2. Pursue opportunities to use Del Monte Wash for open space and passive recreational uses, including trails and walking paths, with access from adjacent developments and neighborhoods

Urban Design Concepts (*Italic notes are taken directly from the City of Cottonwood General Plan*).

Connectivity. The design and layout of buildings, neighborhoods, and developments can be arranged to promote and encourage better opportunities for interaction through appropriate connections. The connectivity is defined by the mix of land uses and the quality and options for movement between places.

Pedestrian and vehicular connectivity is a primary feature of the Clemenceau Place plan. Traffic calming is achieved by narrowing streets while providing for life safety accessibility, bump outs at intersections to slow traffic and shorten the length of pedestrian crossings and street tree plantings that influence driver perception while slowing vehicles down.

Density. Density refers to the number of residential dwellings within a geographic area. This is usually measured as units per acre. The density and mix of building types influences a variety of characteristics within a neighborhood, such as, people's transportation choices, including walking, bicycling, or driving, one's ability to age in place, and the community's ability to support retail and commercial uses within walking distance.

The Clemenceau plan achieves a density appropriate for the site as an infill development opportunity. It supports multimodal transportation including walking and cycling. It will also meet the goal of comprehensive housing, diverse housing, affordable housing, workforce housing and, age in place housing.

Mixed Use. Locating various activities in a manner that allows positive and supportive interaction is dependent on careful attention to design and layout. A poorly considered mix of uses can quickly result in less advantageous relationships. The goal for effective mixed-use development is to balance different types of uses in a complimentary manner with an understanding of how the details interact.

Clemenceau Place is focused on providing affordable, market rate housing proximate to employment at the Verde Valley Medical Center and Old Town.

Urban Village. Even in a small city it is possible to benefit from identifying sub-areas that function as complete, integrated, and identifiable centers. Working with existing development patterns, areas can be identified that have potential for improvement as a type of urban village. Land use policies can be amended to support neighborhood-scale commercial uses in strategic locations, improvements to pedestrian and bicycle facilities can be made to ensure attractive and functional routes, and design upgrades can be added to various features to provide a unique identity for the area.

Clemenceau Place is ideally located to create an urban village with a unique identity in the heart of Cottonwood.

Access by Proximity. The most efficient form of transportation planning is where origins and destinations are in close proximity to one another. The emphasis is on being there - not getting there. This concept supports urban design strategies which allow a mix of residential opportunities in proximity to employment uses, shopping near neighborhoods, parks and trails near homes, and generally a mix of uses relatively close to one another. People will still need to travel around the city and region; however, the overall volume of vehicle trips can be reduced over time with increased opportunity for shorter travel distances and options for different travel modes.

Clemenceau Place is a model for access by proximity with multimodal connectivity to the surrounding community.

Housing Diversity. Successful neighborhoods within a city provide for diversity and

choice through a mix of compatible housing and building types. Through these measures residents of a neighborhood have the opportunity to age in place; going through all their various lifecycles without having to leave their original neighborhood and breaking the social networks they have formed. This will encourage the ageing population to stay and reverse the trend of these residents leaving Cottonwood.

Apartments, townhomes, and compact single-family homes at Clemenceau Place will bring much needed diversity to the housing stock of Cottonwood and will help relieve key issues found in the Cottonwood General Plan 2025.

Urban Open Space. Some of the most important urban open space is the least recognized. Parks, plazas, courtyards, lawns, drainage courses and distant mountains are recognized as one type of open space. As we move through the city, we also travel on streets, walk on sidewalks, park in parking lots and walk around buildings. These ordinary places are defined by the scale and orientation of surrounding buildings, the placement of landscaping, and the relationship of open vistas in relation to the sense of enclosure. The street environment can also be one of the most important types of urban open space.

A connected urban street system is the framework for the Clemenceau Place plan with excellent integration with the surrounding streets, and strong visual connectivity to the Del Monte Wash.

“Eyes on the Street.” Over the years the national trend has been more gated communities, streets dominated by remote-controlled garage doors and apartment blocks surrounded by parking lots. The traditional design of neighborhoods, on the other hand, allowed people to have more casual interaction with neighbors by spending time on front porches and taking walks along attractive tree-lined streets. The orientation of ground-level windows towards streets and common areas provides more “eyes on the street.” This in turn increases the safety and security of the neighborhood for everyone, including children, families and others who enjoy spending time outdoors.

The plan and architecture for Clemenceau Place is an ideal example of “eyes on the street” design.

Sustainability. Community sustainability involves various aspects of physical, social and economic programs. The sustainability perspective encourages a comprehensive outlook that recognizes the interrelationships of these concerns. The result is an awareness in decision making that supports more efficient use of resources and energy, more equitable and compassionate social programs, green building, natural landscaping, water conservation, multimodal transportation, urban farming, affordable housing, recycling, historic preservation, arts and culture programs, and similar beneficial, cost-effective, and generally popular choices.

Clemenceau Place will implement multiple sustainable design concepts including:

1. An efficient and impactful site plan
2. A community amenity center where people can engage in social activities

3. Green building techniques in architecture and landscape architecture
4. Natural landscapes and water conservation
5. Multimodal transit
6. Comprehensive, diverse, and affordable housing

GOALS AND OBJECTIVES - Land Use

Clemenceau Place represents an implementation of each of the following General Plan Goals and objectives.

Objective 3-1. B Encourage mixed use development with focused, compact centers comprised of residential, retail, office, entertainment and recreational uses in order to promote walkable neighborhoods.

Objective 3-1. E Support development that provides for a variety of residential types and styles.

Goal 3-5 continue support for revitalization of the historic old town area as a community wide asset and source of pride.

Objective 3-5. B Support additional multi-unit residential and mixed-use development in appropriate locations within walking distance to the Old Town commercial and civic areas.

Goal 3-7 promote land uses that are respectful of the natural environment and which conserve valuable natural resources such as open space, clean air, water, and energy.

Objective 3-7. A Pursue the establishment and expansion of parks and open space in Cottonwood neighborhoods to enhance social interaction and create a sense of place.

Objective 3-7. B Encourage design of buildings to reflect the City's unique natural surroundings, including the use of compatible natural materials.

Objective 3-7. C Protect steep slope hillsides, natural washes and scenic view opportunities through appropriate design standards and site development regulations, including through implementation of the Hillside Development Ordinance adopted in January 2013.

Clemenceau Place Neighborhood Meeting Minutes June 1st 2022

Comments:

Gary Pryde: Were will the access to old main street be from the property?

° We will have access points to the trails that the city is working on with owner of Blowout creek wash

Rick Cerany: What can be done to reduce the traffic of the transients through the neighboring wash?

° At this point we do not have the rights to purchase the wash. We will have a fence along the rim of the wash to prevent any transients from coming into our project.

2nd Comment: Is it important to have 3 story buildings?

° From our discussions with the city and economic development, there is a strong need for more quality housing in this community. 3 story building will allow us to be to create a much benefit for the city and community.

3rd Comment: Concerns about keeping a quiet community, this doesn't fit into current community. Concerns about trash & Mess that new residence will bring. Again, concerns over 3 stories, I think it is ridiculous, it will not look nice.

° We will have maintenance and security on the site, so any mess will be cleaned immediately. The security will make sure that the community is kept quiet and safe. As far as the 3 stories building, I understand your concerns, but the city already has 3 stories buildings in this neighborhood. The building design will be clean and very pleasant to look at. We will screen all people looking to move into the community, we want a clean, quiet and safe community.

Jerry & Rachel Schmidt: Market Price for housing we are proposing?

A. I can give you a defined rental number today, but we are proposing market rate rents. We will need to stay within rents that the community can afford. We will also have 10% workforce housing. We are working with the city housing authority on where those rents need to be.

Rick Cerany: Concerns about homeless and this project will attract more?

A. Homeless are a major concern in this community and across the country. This project will not attract more homeless. If anything, we prevent the homeless from being in this area. We will have a class A community that will be fenced and have security 24 hours.

Clydene: Where will the affordable housing portion be within the project? Will one building or spread out?

A. Affordable housing will be spread throughout the community. We do not want to place all in one building.

Rick Cerany: Do you have input from the City?

A. We have had discussions with the city. We will continue to have discussions and we value the city's input.

Andy Crossetta: Where is the road through Clemenceau going to be?

A. We will have multiple streets in the project. The streets are already there, we will improve and follow the streets that are already platted.

Gary Pyrde: Is the first floor mainly parking?

A. There will be both parking and units on the ground floor.

Rachel Schmidt: Will units be handicap accessible?

A. Yes, we will be ADA compliant

Rick Cerany: Very Concern about the 3 stories and it will ruin his views?

A. I understand your concern, but you already have a view of 3 story building across the project.

2nd comment: Question for Architect, Doug? Have you ever got it right?

A. Doug, "I have designed many projects and received rewards for many projects including the building that we are sitting in right now.

Gary Pyrde: How many units will there be? Breakdown?

A. We will have 355 multi family units, 21 Townhomes on the North side of Mingus, 24 townhomes on the south side of Mingus and we will have 10 single family rentals along the rim and a clubhouse and pool.

2nd questions: What is the city doing to make the units quality has affordable housing and are contributing?

A. The city is not contributing to the rental of the affordable housing. We are working with the housing department on the

affordability of our units. There is a formula that is used. They take the income in the community and rents that are already being paid to form a rental number. They also take into consideration the other cost that the tenants will have including electric, cable Etc.

Jerry Schmidt: What about the sewer? Were will we be hooking into the sewer?

A. We are still in the design segment, as off today we are going to 'b' g the sewer to the Mingus Ave. sewer. We are working with the city on the best possible scenario to hook into the sewer. So that may change.

Rick Cerany: What are you plans for Balboa?

A. Again, we do not have a deal in place for the wash. I know the city would like a trail through the wash and into old town. We will only allow our residents to have a access to the trail that the city and owner of the wash have designed.

2nd Comment: I do not want 60,000 people using Balboa Wash!

A. Again, we will have no control over the wash or Balboa Street, but we will only have 400 people in our community.

Gary Pyrde: Is Willard Drive being consider has part of the trail?

A. Again, we have no plans at this time for a trail, that is between the city and the owner of the wash.

2nd: Concerns over a 35' easement across a portion of Willard Drive?

A. We will work with the city and the residents of Willard drive to find Thebes possible solution. Has of today, I am unaware of any easements or ROW's. I will keep you updated has we complete our engineering.

Rick Cerany: Will people be able to see into my bedroom from across the wash?

A. Rick, I do not believe so, I do not think anyone wants to look into your bedroom. LOL

Andy Grosseta: Do you anticipate any fill? I have access to some cheap dirt.

A. Has of today, no, but we will keep it in mind. Thank you.

2nd question: What know about the office building on Candy Lane and the Storage Units? Mainly because his property on the corner of Rte. 89 and Mingus?

A. We are building a 14,000 sf two story Medical office building along Mingus at the corner of Candy lane. The Storage will be a 3 story temperature controls self storage building.

3rd: Will the office building be along Candy Lane?

A. It will be at the corner of Candy lane and run along Mingus.

4th: do e own the private residences along Candy Lane?

A. No, we will make sure any house that is in the Candy lane, and the excess roads, (the roads names escape me presently) will have proper access to their homes.

Clydene: What will cost of single family homes along the wash be?

A. They are not for sale, but he rental cost will be reasonable. Again, has I stated earlier it is difficult to put a hard rental number out of any of our units. We need to understand the market when we are ready to build. I can tell you that they will be priced within the market.

Gary Pyrde: Are we going to have speed bumps on the street throughout the community?

A. Yes, and will will have posted signs.

2nd: What do the police say about patrolling plan? The streets are private at this point so the police can not patrol the community. We plan to work with the police to have police present in the community. Hopefully we can have some officers living in the community.

3rd: Any plans for improvements on Willard or Mingus that the city is requiring?

A. We fully expect the city to require some off site improvements. We will be discussing sidewalks along Willard and bus stops along Willard and Mingus. I am sure we will discussing more as we complete our studies.

4th: Will there be any entrance on the Northeast corner?

A. We will have an emergency entrance only. It will be gated for any other traffic.

ORDINANCE NUMBER 724

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR SIX PARCELS OF LAND TOTALING APPROXIMATELY 30.5 ACRES, LOCATED ON THE NORTH AND SOUTH SIDES OF WEST MINGUS AVENUE, WEST OF WILLARD STREET, AT 48 S. CANDY LANE, 259 WEST MINGUS AVENUE, AND 250 WEST MINGUS AVENUE (APN'S 406-32-022U, 406-32-022N, 406-32-022G, 406-33-132B, 406-33-004, 406-33-005) SO AS TO CHANGE CERTAIN DISTRICT BOUNDARIES AND CLASSIFICATIONS THEREOF FROM THE PRESENT ZONING OF R-1 (SINGLE-FAMILY RESIDENTIAL) TO PAD (PLANNED AREA DEVELOPMENT).

WHEREAS, the Planning & Zoning Commission held a public hearing on October 17, 2022, concerning the rezoning of the properties described above and below, and has recommended approval of this request; and

WHEREAS, the requirements of A.R.S. § 9-462.04 have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the parcels of land known as Yavapai County APN'S 406-32-022U, 406-32-022N, 406-32-022G, 406-33-132B, 406-33-004, 406-33-005, the legal descriptions for which are attached as Exhibit A hereto, lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from R-1 Single-Family Residential) to PAD (Planned Area Development), subject to the applicant's compliance with the conditions and stipulations set forth below under Section 2.

Section 2: That the Planning and Zoning Commission and City Council have determined the following items necessary as conditions of the zoning approval to protect the public health, safety and general welfare:

1. Development shall be in substantial conformance with the Master Development Plan dated October 5, 2022 and reviewed by the Commission on October 17, 2022.

2. The development shall be consistent with Code Review comments dated May 3, 2022, where applicable and not superseded by the Master Development Plan, and with the April 19, 2022 letter from the City of Cottonwood Airport Manager. In addition, each development phase shall be subject to a new Code Review, to ensure compliance with the Master Development Plan and all applicable codes.
3. Building permit applications for at least the first phase of buildings shall be submitted to the City no later than 24 months from the date of Zone Change ordinance adoption. If this stipulation is not met, the City may take action to revert the site to its previous R-1 zoning or extend the time by which building permit applications must be submitted. If building designs differ significantly from those shown in the Master Development Plan, additional Design Review approval by the Planning and Zoning Commission shall be required.
4. Developer shall dedicate right-of-way and construct pavement, curb, gutter, and sidewalk on Willard Street per City of Cottonwood Standard Detail No. 1603, 3-4 Lane Collector.
5. Developer shall construct pavement, curb, gutter, and sidewalk on Candy Lane per City of Cottonwood Standard Detail No. 1602, 2-Lane Collector. Developer shall dedicate right-of-way or public easement for Candy Lane per the requirements of City of Cottonwood Public Works prior to application for building permits in the portion of the site west of Candy Lane and south of Mingus Avenue.
6. The City may require further traffic impact analysis for later development phases, and contributions to off-site improvements may be required by the City or ADOT to mitigate traffic impacts resulting from the development.
7. Bicycle parking shall be shown on building permit site plans and installed per Zoning Ordinance Section 406.H. prior to issuance of a Certificate of Occupancy.
8. Front landscaping yards per Zoning Ordinance Section 407 shall be included in building permit plans for the first phase in each portion of the site, and shall be installed prior to issuance of Certificate of Occupancy for that phase.
9. Parking shall be provided in compliance with Zoning Ordinance Section 406.

10. Entry/parking areas in front of garage doors shall be a minimum of 20 feet in length to ensure parked vehicles are not blocking through streets/driveways.
11. Assignment and installation of addresses and private street names shall be approved by the Fire Department prior to application for building permits. Street name signs for private streets shall be white or otherwise differentiated from public street name signs, and shall include the words "PRIVATE STREET."
12. Developer shall dedicate easements guaranteeing vehicular, pedestrian, and utility access from public rights-of-way to all adjacent single-family residences west of Candy Lane, prior to issuance of building permits for any structures in the portion of the site west of Candy Lane and south of Mingus Avenue.
13. Developer shall construct off-site trail connecting the club house area with the Blowout Trail within a trail easement agreed to by the City, the developer, and the land owner. Trail shall be natural dirt surface no less than four feet in width.
14. The existing trail easement on APN 406-32-022N and 022U at the west edge of the site north of Mingus Avenue, recorded by instrument 2018-0058466, shall be retained, and additional public pedestrian easements shall be recorded prior to issuance of building permits, to provide public pedestrian access between Mingus Avenue and Blowout Trail via other routes acceptable to the developer and the City.
15. The developer shall combine parcels to eliminate internal parcel boundaries prior to submittal of building permit applications.
16. Three-story heights for multi-family and storage buildings are permitted, subject to Fire Department requirements for the additional height.
17. Developer shall coordinate with Cottonwood Area Transit to locate transit stops and dedicate easements for the stops if necessary.
18. Developer shall enter an agreement with the City of Cottonwood prior to submittal of building permit applications, to provide rents at or below an agreed-upon "workforce housing" level on no fewer than 42 units.

19. No certificate of occupancy for the storage facility shall be issued before certificates of occupancy have been issued for 100 residential units in this Planned Area Development.

Section 3: That at least three (3) copies of the zoning map of the City of Cottonwood, Arizona, as hereby amended be kept in the office of the City Clerk for public use and inspection.

Section 4: Severability: That if any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS ____ DAY OF DECEMBER 2022.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

ORDINANCE NUMBER 724

Exhibit A

PARCEL NO. 1 (406-32-022U)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33 AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER BEARS SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 2641.68 FEET;

THENCE SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 1320.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 14 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 138.00 FEET;

THENCE SOUTH 47 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 69.00 FEET;

THENCE SOUTH 46 DEGREES 18 MINUTES 57 SECONDS WEST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 44 DEGREES 26 MINUTES 57 SECONDS WEST, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 42 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 31 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 77.50 FEET;

THENCE SOUTH 22 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 74.00 FEET;

THENCE SOUTH 09 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.57 FEET;

THENCE SOUTH 02 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 30 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 93.00 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.00 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 102.00 FEET;

THENCE SOUTH 27 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.50 FEET;

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Exhibit A

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 142.50 FEET;

THENCE SOUTH 13 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 08 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 20 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 51 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 27.50 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 01 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.38 FEET;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 306.16 FEET;

THENCE SOUTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, ALONG AN EXISTING FENCE, A DISTANCE OF 183.62 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 3343, PAGE 714, OFFICIAL RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 341.29 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 225.94 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.37 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.28 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 118.25 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 182.57 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.07 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 86.68 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE NORTH 87 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 137.96 FEET TO A

ORDINANCE NUMBER 724

Exhibit A

½" REBAR WITH CAP "LS #19853";

THENCE SOUTH 02 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 86.04 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 173.08 FEET;

THENCE NORTH 01 DEGREES 58 MINUTES 54 SECONDS EAST, A DISTANCE OF 163.79 FEET;

THENCE NORTH 01 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 82 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 91.36 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 74.63 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 29 SECONDS WEST, A DISTANCE OF 371.99 FEET;

THENCE NORTH 05 DEGREES 33 MINUTES 55 SECONDS EAST, ALONG A WEST LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 186 OF DEEDS, PAGE 412, RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 260.79 FEET;

THENCE NORTH 54 DEGREES 22 MINUTES 25 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL A DISTANCE OF 104.47 FEET;

THENCE SOUTH 27 DEGREES 10 MINUTES 13 SECONDS EAST, ALONG A LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2364, PAGE 481, OFFICIAL RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 58.67 FEET;

THENCE SOUTH 01 DEGREES 26 MINUTES 18 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 78.13 FEET;

THENCE NORTH 88 DEGREES 43 MINUTES 58 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 126.51 FEET;

THENCE NORTH 01 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 204.27 FEET;

THENCE NORTH 54 DEGREES 14 MINUTES 08 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 168.41 FEET;

THENCE NORTH 34 DEGREES 40 MINUTES 20 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 72.12 FEET;

THENCE SOUTH 89 DEGREES 04 MINUTES 01 SECONDS EAST, ALONG A LINE OF LAST SAID

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Exhibit A

PARCEL, A DISTANCE OF 231.75 FEET;

THENCE NORTH 00 DEGREES 55 MINUTES 24 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 90.06 FEET;

THENCE NORTH 57 DEGREES 27 MINUTES 13 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 103.56 FEET;

THENCE NORTH 32 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG A WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 186 OF DEEDS, PAGE 412, A DISTANCE OF 182.67 FEET;

THENCE NORTH 01 DEGREES 30 MINUTES 13 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE 97.58 FEET;

THENCE NORTH 34 DEGREES 18 MINUTES 42 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 122.13 FEET;

THENCE NORTH 53 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 106.11 FEET;

THENCE NORTH 40 DEGREES 35 MINUTES 18 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 138.65 FEET;

THENCE NORTH 70 DEGREES 54 MINUTES 28 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 195.18 FEET;

THENCE NORTH 34 DEGREES 56 MINUTES 39 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 111.12 FEET;

THENCE NORTH 22 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 114.12 FEET;

THENCE NORTH 40 DEGREES 56 MINUTES 16 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 47.05 FEET;

THENCE SOUTH 88 DEGREES 42 MINUTES 44 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 394.22 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF COTTONWOOD, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED DECEMBER 16, 2011 IN BOOK 4851, PAGE 429

ORDINANCE NUMBER 724

Exhibit A

OF OFFICIAL RECORDS AND RE- RECORDED JANUARY 24, 2012 IN BOOK 4857, PAGE 695 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF GROUND LYING IN SECTIONS 33 AND 34, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33 AS MARKED BY A ½" REBAR BELOW THE PAVEMENT (FORMERLY HAD A PLASTIC CAP STAMPED "JJ&A LS 19853" - SAID CAP NOW OBLITERATED) FROM WHICH, THE LOCALLY ACCEPTED CENTER OF SECTION 33 AS MARKED BY A 1" IRON PIPE LIES NORTH 89 DEGREES 21 MINUTES 02 SECONDS WEST (BASIS OF BEARINGS PER ADJUSTED GPS OBSERVATIONS) A DISTANCE OF 2544.46 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS WEST 360.37 FEET TO THE **TRUE POINT OF BEGINNING** FROM WHICH POINT, A FOUND 4-INCH OPEN PIPE IN CONCRETE LIES NORTH 02 DEGREES 11 MINUTES 36 SECONDS EAST A DISTANCE OF 19.32 FEET, ALSO FROM WHICH POINT, A FOUND ½ INCH REBAR WITH PLASTIC CAP STAMPED "MINGUS LS #23381" LIES SOUTH 02 DEGREES 11 MINUTES 36 SECONDS WEST A DISTANCE OF 164.27 FEET, BOTH POINTS ACCEPTED AS ANGLE POINTS OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 02 DEGREES 11 MINUTES 36 SECONDS WEST 14.27 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST 661.52 FEET;

THENCE SOUTH 44 DEGREES 24 MINUTES 16 SECONDS WEST 21.44 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 13 SECONDS WEST 23.11 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 17 SECONDS WEST 19.66 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 17 SECONDS WEST 8.41 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES 31 SECONDS WEST 30.26 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST 15.00 FEET;

THENCE NORTH 45 DEGREES 35 MINUTES 46 SECONDS WEST 21.60 FEET;

THENCE SOUTH 87 DEGREES 11 MINUTES 02 SECONDS WEST, A DISTANCE OF 493.37 FEET TO A POINT FROM WHICH, A FOUND 5/8 INCH SMOOTH STEEL PIN WITH TAG STAMPED "LS 19853" LIES SOUTH 05 DEGREES 34 MINUTES 07 SECONDS WEST 134.51 FEET;

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Exhibit A

THENCE NORTH 05 DEGREES 34 MINUTES 07 SECONDS EAST 53.94 FEET TO A FOUND ½ INCH REBAR WITH PLASTIC CAP STAMPED "LS 19853" ACCEPTED AS THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN BOOK 2364 OF OFFICIAL RECORDS, PAGE 486 FROM WHICH, A FOUND 4 INCH IRON PIPE FENCE POST ACCEPTED AS THE NORTHWEST CORNER OF THE LAST REFERENCED PARCEL, LIES NORTH 05 DEGREES 35 MINUTES 23 SECONDS EAST 72.48 FEET;

THENCE NORTH 05 DEGREES 35 MINUTES 23 SECONDS EAST 26.93 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 02 SECONDS EAST 115.00 FEET TO A POINT ON THE EAST LINE OF THE LAST REFERENCED PARCEL FROM WHICH, A FOUND ½ INCH REBAR WITH A PLASTIC CAP STAMPED "MINGUS LS 23381" ACCEPTED AS AN ANGLE POINT ON THE LAST REFERENCED PARCEL LIES NORTH 01 DEGREES 26 MINUTES 22 SECONDS EAST 48.18 FEET;

THENCE SOUTH 01 DEGREES 26 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF THE LAST REFERENCED PARCEL A DISTANCE OF 29.92 FEET;

THENCE NORTH 88 MINUTES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 126.50 FEET TO AN ANGLE POINT ON THE BOUNDARY LINE OF A PARCEL DESCRIBED IN BOOK 2364 OF OFFICIAL RECORDS, PAGE 481 FROM WHICH, A FOUND ½ INCH REBAR WITH CAP STAMPED "MINGUS LS 23381" ACCEPTED AS AN ANGLE POINT ON THE LAST REFERENCED PARCEL LIES NORTH 01 DEGREES 03 MINUTES 02 SECONDS EAST 204.32 FEET;

THENCE NORTH 01 DEGREES 03 MINUTES 02 SECONDS EAST 33.34 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 02 SECONDS EAST 225.26 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 31 SECONDS EAST 378.80 FEET;

THENCE NORTH 43 DEGREES 46 MINUTES 31 SECONDS EAST 21.21 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 31 SECONDS EAST 45.00 FEET;

THENCE SOUTH 46 DEGREES 13 MINUTES 29 SECONDS EAST 21.21 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 31 SECONDS EAST 262.27 FEET TO A POINT OF CURVATURE, THE CENTRAL POINT OF WHICH LIES SOUTH 01 DEGREES 13 MINUTES 29 SECONDS EAST 493.50 FEET;

THENCE THROUGH A CENTRAL ANGLE OF 16 DEGREES 56 MINUTES 46 SECONDS ON A CURVE TO THE RIGHT AN ARC LENGTH OF 145.96 FEET;

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Exhibit A

THENCE SOUTH 74 DEGREES 16 MINUTES 43 SECONDS EAST 65.50 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 16 SECONDS EAST 139.75 FEET;

THENCE NORTH 74 DEGREES 26 MINUTES 34 SECONDS EAST 37.68 FEET TO A POINT OF CURVATURE, THE CENTRAL POINT OF WHICH LIES NORTH 15 DEGREES 33 MINUTES 26 SECONDS WEST 65.00 FEET;

THENCE THROUGH A CENTRAL ANGLE OF 79 DEGREES 32 MINUTES 35 SECONDS ON A CURVE TO THE LEFT AN ARC LENGTH OF 90.24 FEET;

THENCE NORTH 05 DEGREES 06 MINUTES 01 SECONDS WEST 38.97 FEET;

THENCE NORTH 81 DEGREES 15 MINUTES 57 SECONDS EAST 5.00 FEET;

THENCE SOUTH 09 DEGREES 12 MINUTES 00 SECONDS EAST 32.67 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED "LS 19853" ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 00 DEGREES 13 MINUTES 33 SECONDS EAST 35.13 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED "LS 19853" ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 20 DEGREES 20 MINUTES 13 SECONDS WEST 25.97 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED "LS 19853" ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 51 DEGREES 57 MINUTES 15 SECONDS WEST 27.55 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED "LS 19853" ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 72 DEGREES 26 MINUTES 34 SECONDS WEST 57.46 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED "LS 19853" ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 89 DEGREES 30 MINUTES 16 SECONDS WEST 306.09 FEET TO THE PREVIOUSLY REFERENCED 4 INCH OPEN PIPE IN CONCRETE ACCEPTED AS AN ANGLE POINT ON THE PARCEL PREVIOUSLY CITED IN BOOK 186 OF DEEDS, PAGE 412;

THENCE SOUTH 02 DEGREES 11 MINUTES 36 SECONDS WEST 19.32 FEET TO THE **TRUE POINT OF BEGINNING.**

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Exhibit A

ALSO EXCEPT THAT PORTION CONVEYED TO FSL ST. MONICA VILLAS, LP, AN ARIZONA LIMITED PARTNERSHIP IN SPECIAL WARRANTY DEED RECORDED APRIL 30, 2013 IN BOOK 4953, PAGE 765 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33, FROM WHICH THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 01 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 2641.68 FEET;

THENCE NORTH 01 DEGREES 37 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 43.46 FEET;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 306.16 FEET;

THENCE SOUTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, ALONG AN EXISTING FENCE, A DISTANCE OF 183.62 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK OF 3343 OF OFFICIAL RECORDS, PAGE 714, A DISTANCE OF 341.29 FEET AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 225.94 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.37 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.28 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 118.25 FEET;

THENCE NORTH 03 DEGREES 43 MINUTES 05 SECONDS EAST, ALONG AN EAST LINE OF CANDY LANE AS DESCRIBED IN BOOK 1813 OF OFFICIAL RECORDS, PAGE 803, YAVAPAI COUNTY RECORDS, A DISTANCE OF 167.61 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 02 SECONDS WEST, ALONG AN EAST LINE OF CANDY LANE, A DISTANCE OF 172.96 FEET TO A ½" REBAR WITH CAP "LS#19853";

THENCE NORTH 44 DEGREES 22 MINUTES 44 SECONDS EAST, A DISTANCE OF 21.45 FEET TO A

ORDINANCE NUMBER 724

Exhibit A

½" REBAR WITH CAP "LS#19853";

THENCE NORTH 88 DEGREES 45 MINUTES 04 SECONDS EAST, A DISTANCE OF 315.91 FEET TO A ½" REBAR WITH CAP "LS #19853";

THE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 140.27 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL NO. 2: (406-32-022N)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER BEARS SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 2641.68 FEET;

THENCE SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 1320.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 14 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 138.00 FEET;

THENCE SOUTH 47 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 69.00 FEET;

THENCE SOUTH 46 DEGREES 18 MINUTES 57 SECONDS WEST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 44 DEGREES 26 MINUTES 57 SECONDS WEST, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 42 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 31 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 77.50 FEET;

THENCE SOUTH 22 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 74.00 FEET;

THENCE SOUTH 09 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.57 FEET;

THENCE SOUTH 02 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 30 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 93.00 FEET;

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Exhibit A

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.00 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 102.00 FEET;

THENCE SOUTH 27 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.50 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 142.50 FEET;

THENCE SOUTH 13 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 08 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 20 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 51 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 27.50 FEET TO
THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 306.16 FEET;

THENCE SOUTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, ALONG AN EXISTING FENCE, A
DISTANCE OF 183.62 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE
PARCEL OF LAND DESCRIBED IN BOOK 3343, PAGE 714, OFFICIAL RECORDS OF YAVAPAI
COUNTY, A DISTANCE OF 341.29 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID
PARCEL, A DISTANCE OF 225.94 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.37 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.28 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 118.25 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 182.57 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.07 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 86.68 FEET TO A
½" REBAR WITH CAP "LS #19853";

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Exhibit A

THENCE NORTH 87 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 137.96 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE SOUTH 02 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 86.04 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 173.08 FEET;

THENCE NORTH 01 DEGREES 58 MINUTES 54 SECONDS EAST, A DISTANCE OF 163.79 FEET;

THENCE NORTH 01 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 82 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 91.36 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 74.63 FEET;

THENCE NORTH 01 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.38 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 29 SECONDS WEST, A DISTANCE OF 371.99 FEET;

THENCE NORTH 05 DEGREES 33 MINUTES 55 SECONDS EAST, ALONG A WEST LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 186 OF DEEDS, PAGE 412, RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 260.79 FEET;

THENCE NORTH 54 DEGREES 22 MINUTES 25 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 104.47 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 54 DEGREES 22 MINUTES 25 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 332.35 FEET;

THENCE NORTH 34 DEGREES 41 MINUTES 13 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 114.94 FEET;

THENCE NORTH 61 DEGREES 37 MINUTES 27 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 73.98 FEET;

THENCE NORTH 70 DEGREES 47 MINUTES 21 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 59.54 FEET;

THENCE NORTH 32 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG A WEST LINE OF LAST SAID PARCEL, A DISTANCE OF 39.98 FEET;

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Exhibit A

THENCE SOUTH 57 DEGREES 27 MINUTES 13 SECONDS EAST, ALONG A LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2364, PAGE 481, OFFICIAL RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 103.56 FEET;

THENCE SOUTH 00 DEGREES 55 MINUTES 24 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 90.06 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 01 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 231.75 FEET;

THENCE SOUTH 34 DEGREES 40 MINUTES 20 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 72.12 FEET;

THENCE SOUTH 54 DEGREES 14 MINUTES 08 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 168.41 FEET;

THENCE SOUTH 01 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 204.27 FEET;

THENCE SOUTH 88 DEGREES 43 MINUTES 58 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 126.51 FEET;

THENCE NORTH 01 DEGREES 26 MINUTES 18 SECONDS EAST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 78.13 FEET;

THENCE NORTH 27 DEGREES 10 MINUTES 13 SECONDS WEST, ALONG A LINE OF LAST SAID PARCEL, A DISTANCE OF 58.67 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF GROUND LYING IN SECTION 33, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33 AS MARKED BY A ½" REBAR BELOW THE PAVEMENT (FORMERLY HAD A PLASTIC CAP STAMPED "JJ&A LS 19853" - SAID CAP NOW OBLITERATED) FROM WHICH, THE LOCALLY ACCEPTED CENTER OF SECTION 33 AS MARKED BY A 1" IRON PIPE LIES NORTH 89 DEGREES 21 MINUTES 02 SECONDS WEST (BASIS OF BEARINGS PER ADJUSTED GPS OBSERVATIONS) A DISTANCE OF 2544.46 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS WEST 1347.02 FEET TO POINT OF INTERSECTION WITH THAT PARCEL DESCRIBED IN BOOK 2364 OF OFFICIAL RECORDS, PAGE 481 (HEREAFTER REFERRED TO AS R1) IN THE YAVAPAI COUNTY RECORDER'S OFFICE, AND THE **TRUE**

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Exhibit A

POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 03 MINUTES 02 SECONDS WEST ALONG THE PROPERTY LINE REFERRED TO IN R1, A DISTANCE OF 6.09 FEET TO A POINT ON THE CURRENT NORTHERLY RIGHT-OF-WAY LINE OF MINGUS AVENUE;

THENCE SOUTH 88 DEGREES 44 MINUTES 15 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 126.50 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN BOOK 2364 OF OFFICIAL RECORDS, PAGE 486 IN THE YAVAPAI COUNTY RECORDER'S OFFICE (HEREAFTER REFERRED TO AS R2);

THENCE NORTH 01 DEGREES 26 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF R2 A DISTANCE OF 29.92 FEET;

THENCE NORTH 87 DEGREES 11 MINUTES 02 SECONDS EAST 126.49 FEET TO A POINT OF INTERSECTION WITH THE PROPERTY LINE DESCRIBED IN R1;

THENCE SOUTH 01 DEGREES 03 MINUTES 02 SECONDS WEST ALONG SAID PROPERTY LINE A DISTANCE OF 27.25 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL NO. 3 (406-32-022G AND 406-33-132B)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER BEARS SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 2641.68 FEET;

THENCE SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 1320.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 14 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 138.00 FEET;

THENCE SOUTH 47 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 69.00 FEET;

THENCE SOUTH 46 DEGREES 18 MINUTES 57 SECONDS WEST, A DISTANCE OF 43.00 FEET;
THENCE SOUTH 44 DEGREES 26 MINUTES 57 SECONDS WEST, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 42 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.00 FEET;

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Exhibit A

THENCE SOUTH 31 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 77.50 FEET;

THENCE SOUTH 22 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 74.00 FEET;

THENCE SOUTH 09 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.57 FEET;

THENCE SOUTH 02 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 30 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 93.00 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.00 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 102.00 FEET;

THENCE SOUTH 27 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.50 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 142.50 FEET;

THENCE SOUTH 13 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 08 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 20 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 51 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 27.50 FEET TO
THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 306.16 FEET;

THENCE SOUTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, ALONG AN EXISTING FENCE, A
DISTANCE OF 183.62 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE
PARCEL OF LAND DESCRIBED IN BOOK 3343, PAGE 714, OFFICIAL RECORDS OF YAVAPAI
COUNTY, A DISTANCE OF 341.29 FEET;

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Exhibit A

THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 225.94 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.37 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.28 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 118.25 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 182.57 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.07 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 142.30 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE NORTH 02 DEGREES 17 MINUTES 42 SECONDS EAST, A DISTANCE OF 86.04 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE SOUTH 87 DEGREES 48 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.96 FEET TO A ½" REBAR WITH CAP "LS #19853";

THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 86.68 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL NO. 4 (406-33-004)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER BEARS SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 2641.68 FEET;

THENCE SOUTH 01 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 1320.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 14 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 138.00 FEET;

THENCE SOUTH 47 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 69.00 FEET;

ORDINANCE NUMBER 724

Exhibit A

THENCE SOUTH 46 DEGREES 18 MINUTES 57 SECONDS WEST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 44 DEGREES 26 MINUTES 57 SECONDS WEST, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 42 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 31 DEGREES 37 MINUTES 57 SECONDS WEST, A DISTANCE OF 77.50 FEET;

THENCE SOUTH 22 DEGREES 42 MINUTES 57 SECONDS WEST, A DISTANCE OF 74.00 FEET;

THENCE SOUTH 09 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.57 FEET;

THENCE SOUTH 02 DEGREES 45 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 30 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 93.00 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.00 FEET;

THENCE SOUTH 29 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 102.00 FEET;

THENCE SOUTH 27 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.50 FEET;

THENCE SOUTH 24 DEGREES 43 MINUTES 03 SECONDS EAST, A DISTANCE OF 142.50 FEET;

THENCE SOUTH 13 DEGREES 01 MINUTES 03 SECONDS EAST, A DISTANCE OF 52.00 FEET;

THENCE SOUTH 08 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 43.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 35.00 FEET;

THENCE SOUTH 20 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 51 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 27.50 FEET TO
THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 72 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 306.16 FEET;

THENCE SOUTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, ALONG AN EXISTING FENCE, A
DISTANCE OF 183.62 FEET;

ORDINANCE NUMBER 724

Exhibit A

THENCE NORTH 89 DEGREES 38 MINUTES 56 SECONDS WEST, ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 3343, PAGE 714, OFFICIAL RECORDS OF YAVAPAI COUNTY, A DISTANCE OF 341.29 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 225.94 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.37 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.28 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 118.25 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 26 SECONDS EAST, A DISTANCE OF 182.57 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.07 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 86.68 FEET TO A ½ INCH REBAR WITH CAP "LS #19853";

THENCE NORTH 87 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 137.96 FEET TO A ½ INCH REBAR WITH CAP "LS #19853";

THENCE SOUTH 02 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 86.04 FEET TO A ½ INCH REBAR WITH CAP "LS #19853";

THENCE NORTH 87 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 173.08 FEET;

THENCE NORTH 01 DEGREES 58 MINUTES 54 SECONDS EAST, A DISTANCE OF 163.79 FEET;

THENCE NORTH 01 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 52.60 FEET;

THENCE NORTH 82 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 91.36 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 46 MINUTES 46 SECONDS EAST, A DISTANCE OF 40.00 FEET (NORTHERLY APPROXIMATELY 40 FEET - RECORD);

THENCE SOUTH 89 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 74.89 FEET (EASTERLY APPROXIMATELY 75 FEET - RECORD) (FROM WHICH THE NORTHWEST CORNER OF THE JAMES VAN DEREN TRACT BEARS NORTH 01 DEGREES 08 MINUTES 39 SECONDS EAST, A DISTANCE OF 94.43 FEET (NORTHERLY 93.5 FEET - RECORD) AND NORTH 89 DEGREES 44

ORDINANCE NUMBER 724

Exhibit A

MINUTES 29 SECONDS WEST, A DISTANCE OF 371.99 FEET (WESTERLY 371.5 FEET - RECORD);

THENCE SOUTH 01 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 39.94 FEET
(SOUTHERLY APPROXIMATELY 40 FEET - RECORD);

THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, A DISTANCE OF 74.63 FEET
(WESTERLY APPROXIMATELY 75 FEET - RECORD) TO THE **TRUE POINT OF BEGINNING**.

PARCEL NO. 5 (406-33-005)

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE
3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER THAT LIES EAST
318.0 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 04 DEGREES 20 MINUTES 30 SECONDS WEST, 202.5 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES EAST, 296.5 FEET TO THE **POINT OF BEGINNING**, SAID
POINT BEING IDENTICAL WITH THE NORTHWEST CORNER OF THE SHIPLEY TRACT, AS DESCRIBED
IN BOOK 187 OF DEEDS, PAGE 508, AND IN BOOK 830 OF OFFICIAL RECORDS, PAGE 28,
RECORDS OF YAVAPAI COUNTY, ARIZONA;

THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID SHIPLEY TRACT AND AN
EXTENSION THEREOF A DISTANCE OF 133.50 FEET;

THENCE SOUTH 82 DEGREES 04 MINUTES WEST A DISTANCE OF 121.66 FEET TO A POINT WHICH
WILL INTERSECT WITH THE EAST LINE OF THE VAN DEREN TRACT AS DESCRIBED IN BOOK 186 OF
DEEDS, PAGE 481, RECORDS OF YAVAPAI COUNTY, ARIZONA, IF EXTENDED;

THENCE NORTH 00 DEGREES 57 MINUTES WEST ALONG SAID EXTENDED LINE AND THE EAST
BOUNDARY OF SAID VAN DEREN TRACT, A DISTANCE OF 150.33 FEET;

THENCE EAST A DISTANCE OF 122.66 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING**;
EXCEPT THE EASTERLY 7 FEET THEREOF.

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 15, 2022
Subject:	General Plan Amendment changing the Land Use Designation from VLR (Very Low Residential) to HR (High Density Residential) for approximately 1.7 acres.
Department:	Community Development
From:	Tina Hayden, Community Development Planner

REQUESTED ACTION

Approval of Resolution 3152 changing the General Plan Land Use Designation from VLR (Very Low Density Residential) to HR (High Density Residential) for approximately 1.7 acres located on the north side of Birch Street, approximately 375 feet east of S. Main Street, at 1642 and 1644 E. Birch Street.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution 3152."

BACKGROUND

This General Plan amendment accompanies the Zone Change from AR-20 to R-3 (Ordinance No. 725) that is also scheduled for public hearing at the November 15, 2022 City Council Meeting.

The General Plan designates the parcel as VLR (Very Low Density Residential), which maintains densities ranging from two units per acre to one unit per five acres. The current AR-20 (Agricultural Residential) zoning is consistent with the VLR land use designation. Residences in AR-20 zoning districts are typically located on half-acre or larger lots.

The site is adjacent to lots that are zoned R-2 (Single Family/Multiple Family Residential) and R-4 (Multiple Family & Manufactured Residential). The adjacent

parcels to the north and east are designated as MR (Medium Density Residential), parcels to the south are designated as HR (High Density Residential), and parcels to the west are designated as GC (General Commercial). This has created a small island of the VLR land use designation where the subject site is located. The applicant submitted a Design Review application for a proposed 40-unit apartment complex that is similar to the land use and density of adjacent properties. The proposed General Plan amendment to change the land use designation to HR would allow for a zone change to R-3 to allow the proposed project to be developed. On October 17, 2022 the Planning and Zoning Commission approved the Design Review submission for the proposed project.

The General Plan has recommendations and objectives for certain character areas within Cottonwood. The project site is located within Character Area 3: Main and Mingus. Recommendation number one states, "Support revitalization efforts in this area, including potential assembly and consolidation of vacant properties that would allow appropriate pedestrian-oriented residential density development," (Land Use, pg. 3-17). Objective 3-1. E states, "Support development that provides for a variety of residential types and styles," (Land Use, pg. 3-33). Lastly, Objective 3-6.c states, "Encourage in-fill development and re-development that is compatible with the established neighborhood and character," (Land Use, pg. 3-35).

The proposed change to the General Plan's land use designation for the 1.7 acres at issue here does not require a Major General Plan Amendment, per the criteria in the City's General Plan 2025, Chapter 13, Section 13.B. On October 17, 2022 the Planning and Zoning Commission held a public hearing and unanimously recommended approval of the proposed amendment.

JUSTIFICATION/BENEFITS/ISSUES

The proposed HR Land Use Designation is supported by recommendations and objectives in the General Plan as it pertains to the Character Area 3: Main and Mingus.

COST/FUNDING SOURCE

There is no cost associated with this amendment.

ATTACHMENTS:

File Name	Description	Type
Res3152.doc	Resolution 3152 - GP Amendment for Village on Birch Rezone	Cover Memo

RESOLUTION NUMBER 3152

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING A MINOR AMENDMENT TO THE CITY'S GENERAL PLAN CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 1.7 ACRES OF LAND LOCATED 375 FEET EAST OF SOUTH MAIN STREET AND NORTH OF EAST BIRCH STREET FROM VLR (VERY LOW DENSITY RESIDENTIAL) TO HR (HIGH DENSITY RESIDENTIAL).

WHEREAS, the owner of approximately 1.7 acres of land located at 1642 and 1644 East Birch Street (APN'S 406-45-066 & 406-45-067) has requested to have the land use designation for that land under the City's General Plan re-designated from VLR (Very Low Density Residential) to HR (High Density Residential), to allow for the rezoning of that land; and

WHEREAS, following the required procedures, the City's Planning and Zoning Commission has recommended approval of that request; and

WHEREAS, the applicable requirements of A.R.S. § 9-461.06 and the City's General Plan 2025 have been met; and

WHEREAS, the City Council finds that the requested re-designation, as recommended by the Planning and Zoning Commission, is in the best interests of the City and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the General Plan of the City of Cottonwood, Yavapai County, Arizona, is hereby amended such that the approximately 1.7 acres of land known as Yavapai County APN'S 406-45-066 & 406-45-067, and as more particularly described in Ordinance Number 725, is hereby re-designated as HR (High Density Residential).

Section 2. That this Resolution shall become effective as provided by law.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE

RESOLUTION NUMBER 3152

Page 2

MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS
15TH DAY OF NOVEMBER 2022.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

City of Cottonwood, Arizona
City Council Agenda Communication



 Print

Meeting Date:	November 15, 2022
Subject:	Zone change from AR-20 (Agricultural Residential) to R-3 (Multiple Family Residential) for approximately 1.7 acres of land located east of S. Main Street and north of E. Birch Street, at 1642 and 1644 E. Birch Street.
Department:	Community Development
From:	Tina Hayden, Community Development Planner

REQUESTED ACTION

Public hearing and first reading of Ordinance Number 725, a zone change from AR-20 (Agricultural Residential) to R-3 (Multiple Family Residential) for approximately 1.7 acres located 375 feet located east of S. Main Street and north of E. Birch Street, at 1642 and 1644 E. Birch Street.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

N/A-Public hearing and first reading only.

BACKGROUND

The applicant owns two adjacent parcels on the north side of Birch Street, approximately 375 feet east of S. Main Street. Both parcels are "through lots" that front both Birch Street and Beech Street and are equivalent in size. Currently, both parcels are zoned AR-20 (Agricultural Residential) which does not permit multi-family residential use at the applicant's proposed density of 23 units per acre. The R-3 zone permits multi-family residential development at a density up to 29 units per acre.

The site is adjacent to lots that are zoned R-2 (Single Family/Multiple Family Residential) and R-4 (Multiple Family & Manufactured Residential). The applicant proposes to construct a 40-unit apartment complex that is similar to the land use and density of adjacent properties. The proposed apartment complex features four 2-story,

contemporary-style buildings, with each building consisting of two efficiency units, four 1-bedroom units, and four 2-bedroom units. Each building also features 10 covered parking spaces and private outdoor patio/porch space for each unit. There is additional parking available in the center of the complex between drive aisles.

On August 20, 2022 the applicant held the required neighborhood meeting to which all property owners within 300 feet were invited. Property owners in attendance were concerned that the project was intended to house employees of an area resort. Other concerns were expressed about increased traffic and traffic safety, (see attached summary).

On October 17, 2022, the Planning and Zoning Commission held a public hearing regarding a proposed General Plan amendment, zone change, and design review for this proposed project. The Commission unanimously recommended approval of the General Plan amendment and zone change. The accompanying design review submittal was unanimously approved pending approval of the proposed rezoning.

JUSTIFICATION/BENEFITS/ISSUES

This proposed zone change would allow for multi-family housing to be developed at a density of up to 29 units per acre. The proposed infill development and revitalization is supported by the General Plan's designated/permitted land uses in the area.

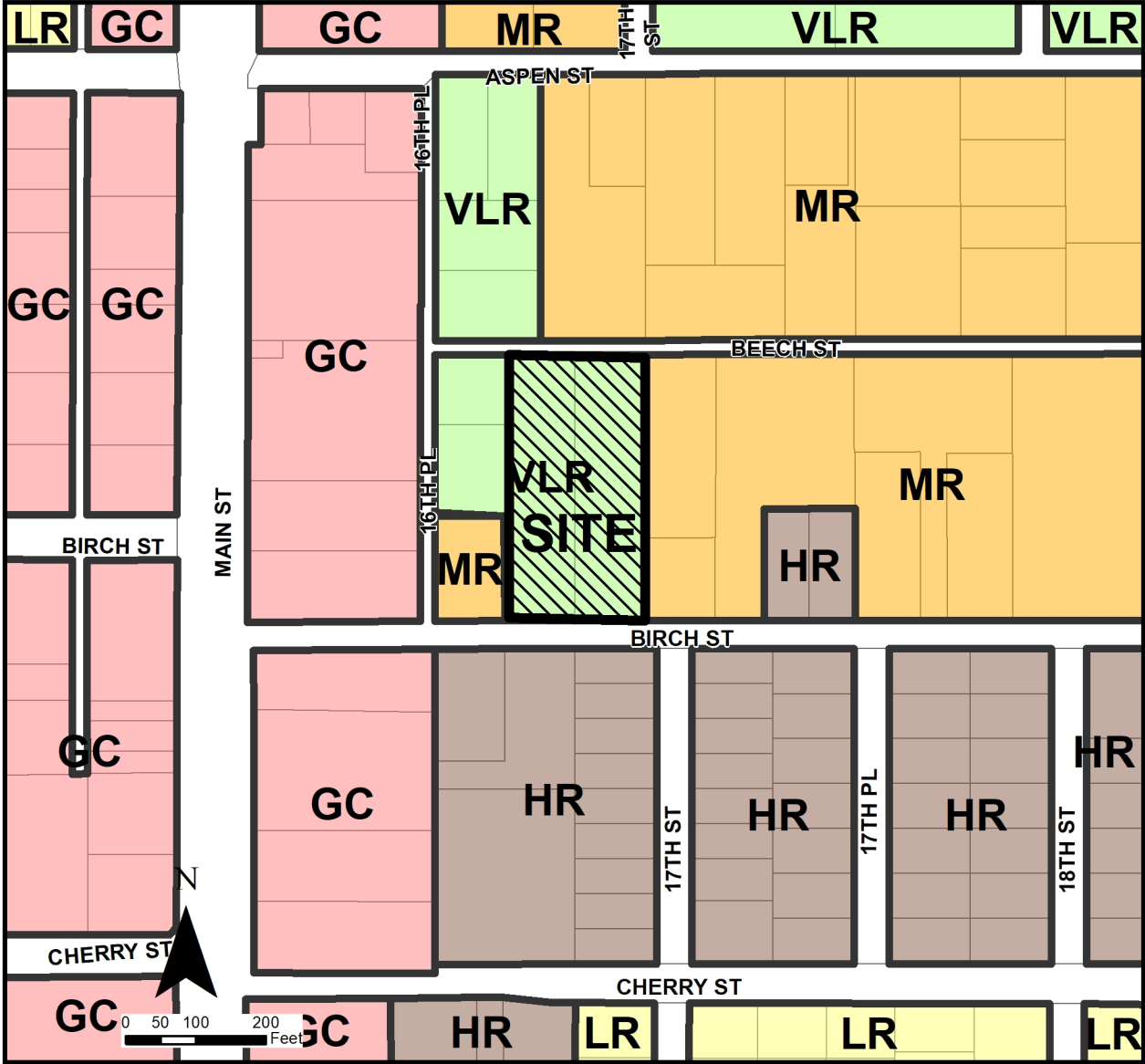
COST/FUNDING SOURCE



There is no cost associated with this proposed zone change.

ATTACHMENTS:

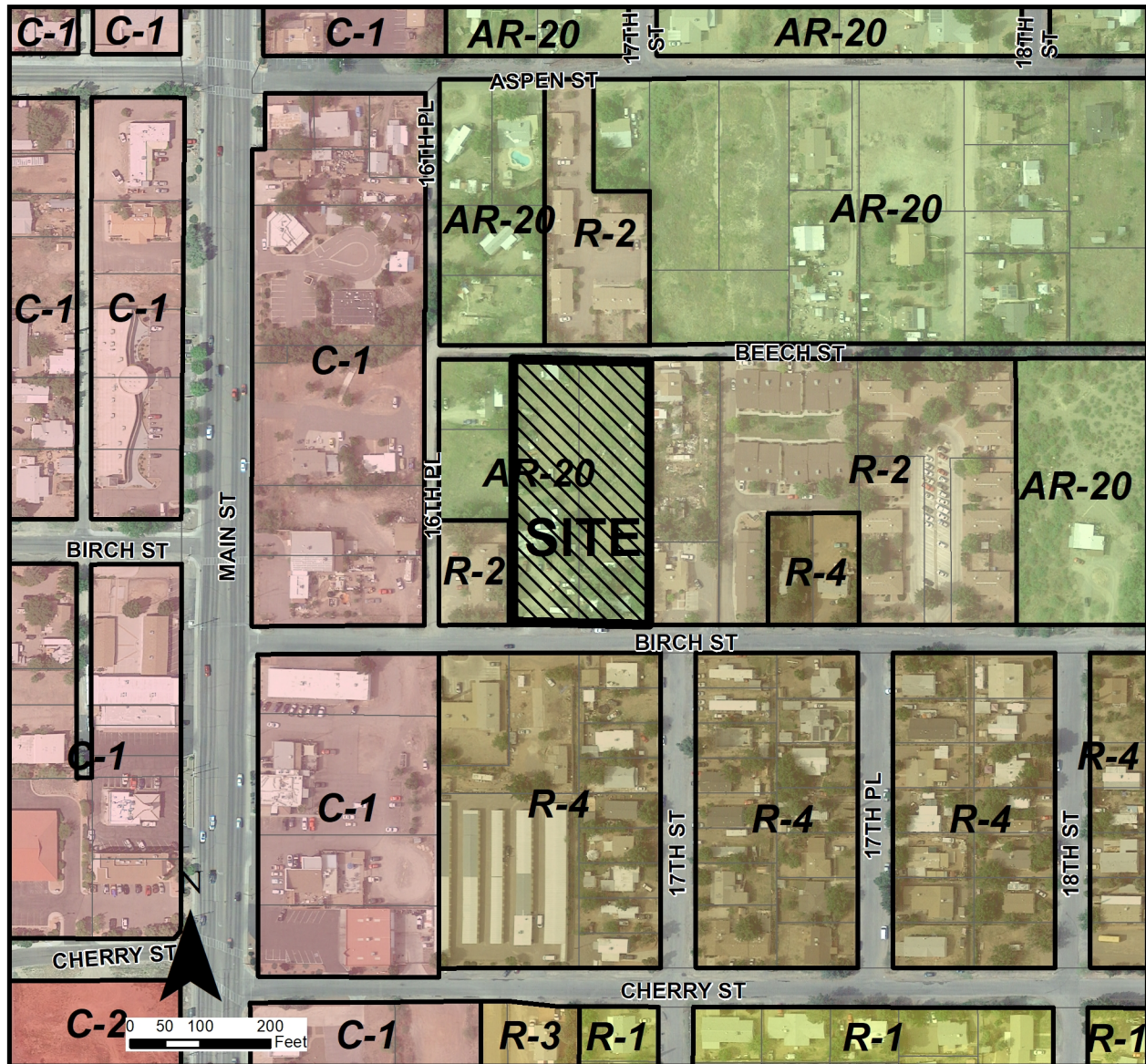
File Name	Description	Type
VoB_GP_Land_Use_Map.pdf	Land Use Map	Backup Material
VoB_Zoning_Map.pdf	Zoning Map	Backup Material
VoB_Site_Plan.pdf	Site Plan	Backup Material
8_Summary_of_Neighborhood_Meeting.pdf	Summary of Neighborhood meeting	Backup Material
Ord725.docx	Ordinance 725 - Village on Birch Rezone	Ordinance



VILLAGE ON BIRCH
GP 22-004

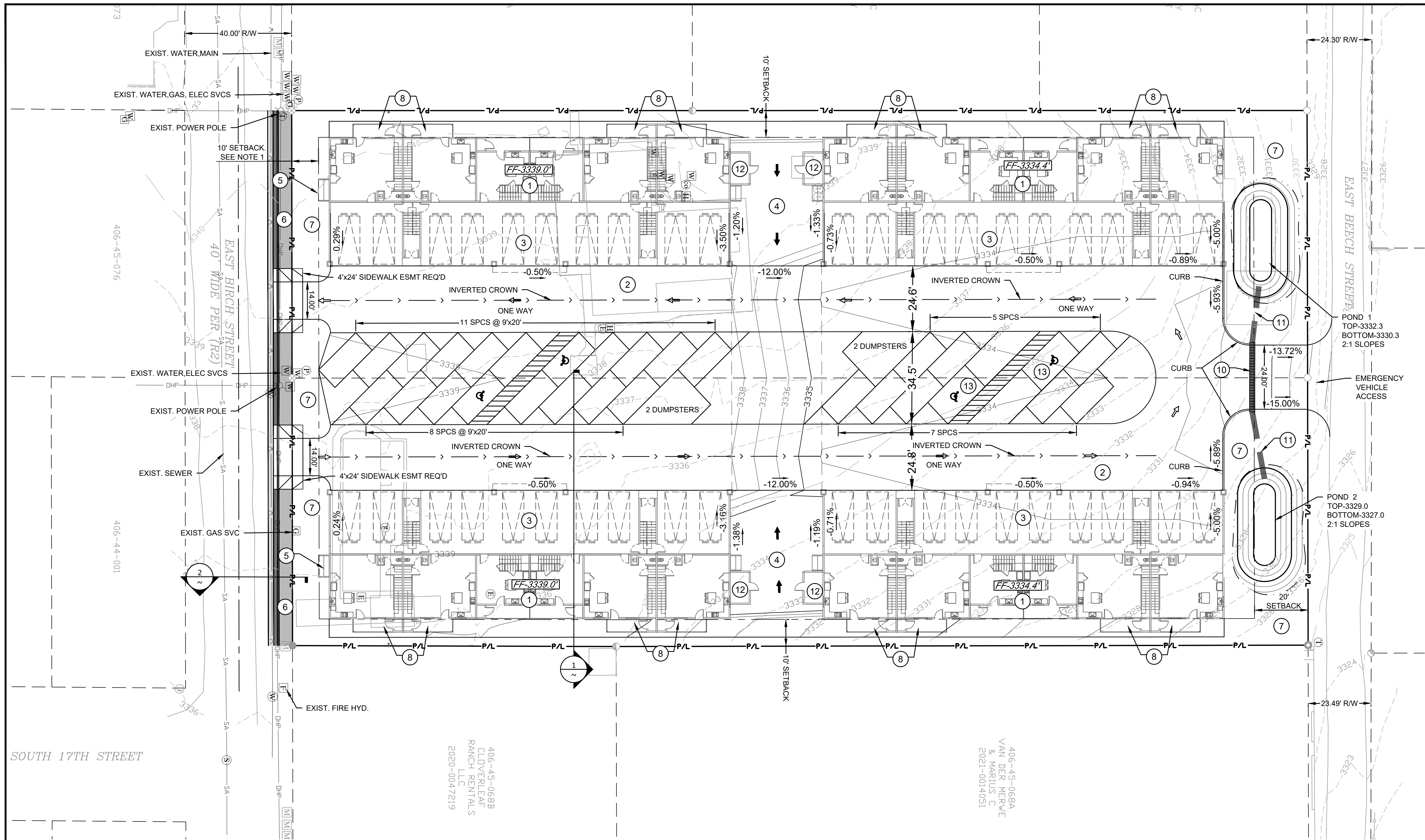


-  Proposed Land Use Change to HR
-  Land Use Boundary

VILLAGE ON BIRCH ZONE CHANGE Z 22-009



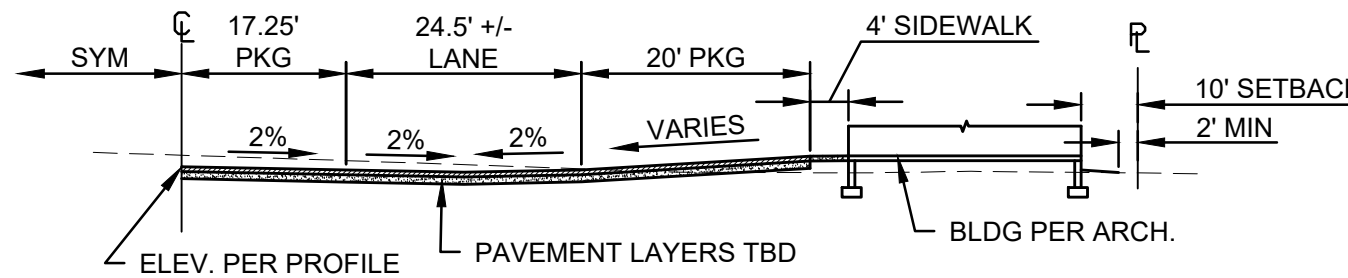
-  Proposed Zone Change to R-3
-  Zoning Boundary



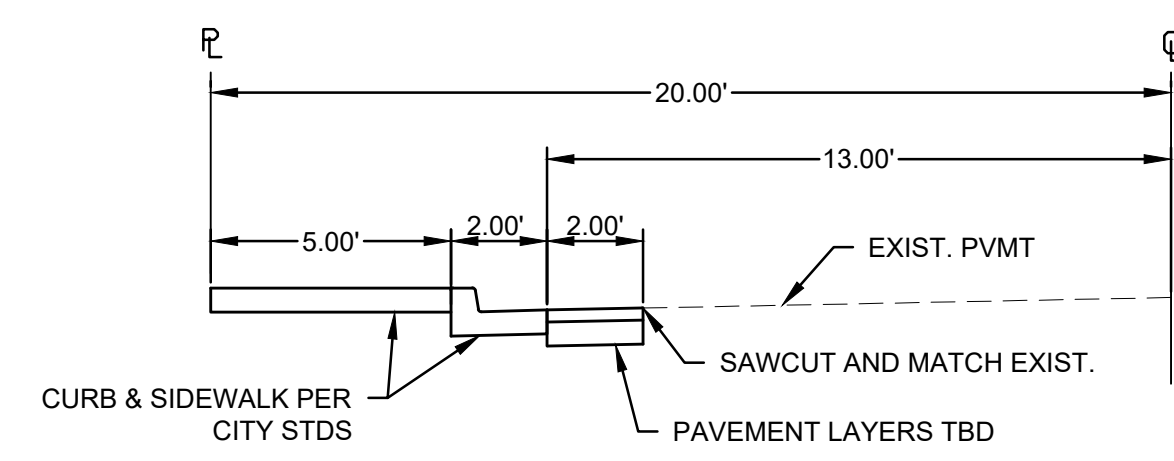
CALL OUTS	
1	BLDG PER ARCHITECT. 2 LEVELS. 10 UNITS PER BLDG. LOWER LEVEL FLOOR & ELEV. SHOWN
2	ASPHALT PARKING LOT
3	COVERED APARTMENT PARKING SPCS. 10 EA. PER BLDG.
4	OPEN SPACE
5	COMMUNAL MAIL BOXES
6	NEW CURB AND SIDEWALK PER CITY STANDARDS
7	LANDSCAPE AREA PER ARCHITECT
8	COVERED PATIO PER ARCHITECT
9	DENTION POND. FIRST FLUSH. SIZE TBD
10	GRATED TRENCH. SPECS TBD
11	CULVERT. SPECS TBD
12	FIRE SPRINKLER ROOM PER ARCHITECT
13	11' ADA PARKING SPACE

NOTES
1. THE FRONT YARD SETBACK IS 20' PER ZONE AR-20. THE FRONT YARD SETBACK WILL BE 10' AFTER A PROPOSED ZONING CHANGE TO R-3

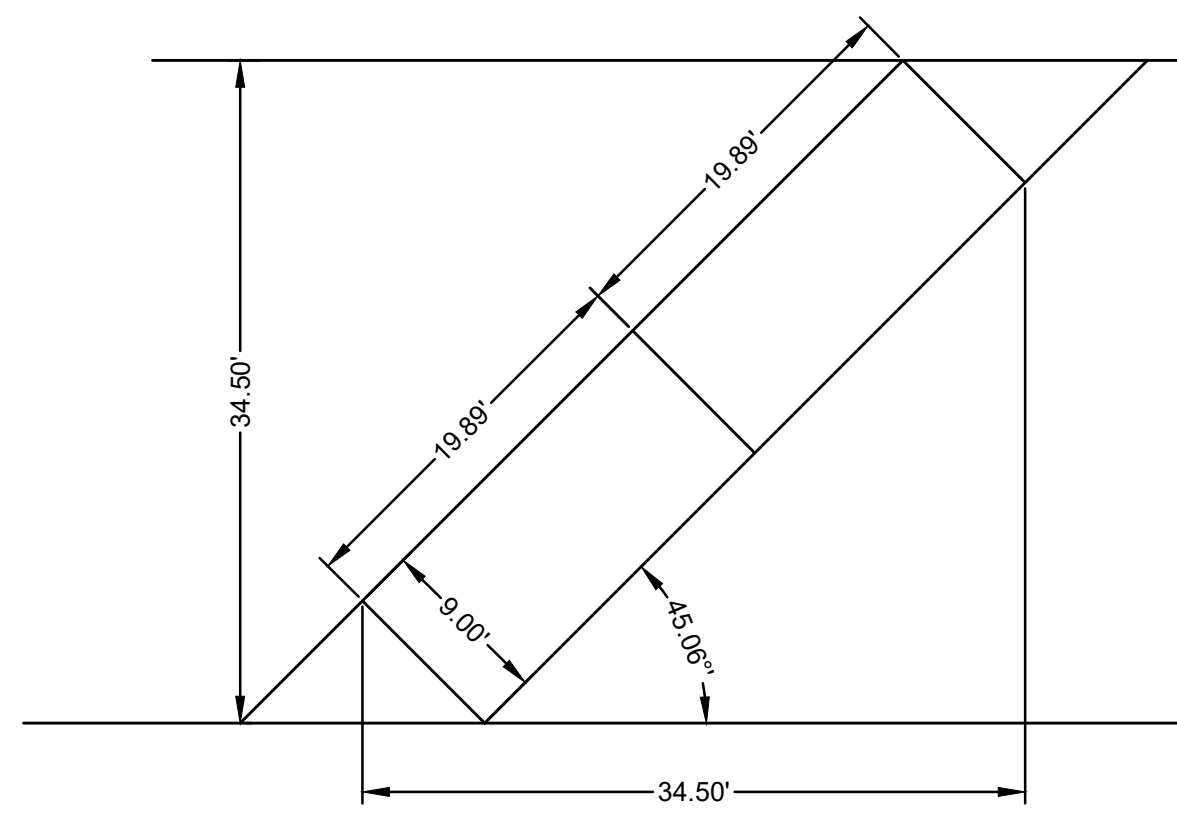
ABBREVIATIONS	
XX.X	SPOT ELEVATION RELATIVE TO ELEV. 3300
LF	LINEAR FEET
BS	BOTTOM OF STEP
TS	TOP OF STEP
T.O.P.	TOP OF PIPE
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MSD	MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD DETAIL
MUTCD	MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
FF	FINISHED FLOOR ELEVATION
EG	EXISTING GRADE
FG	FINISHED GRADE
TW	TOP OF WALL AT FACE
BW	BOTTOM OF WALL AT FACE
INV	INVERT
FL	FLOW LINE
ADA	AMERICANS WITH DISABILITIES ACT
ARV	AIR RELEASE VALVE
BOV	BLOW-OFF VALVE
PVI	POINT OF VERTICAL INTERSECTION
DIP	DUCTILE IRON PIPE
PVC	POLY VINYL CHLORIDE
EP OR EOP	EDGE OF PAVEMENT
SEC	SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC
STA	STATION
TBD	TO BE DETERMINED
VC	VERTICAL CURVE
NTS	NOT TO SCALE
SF	SQUARE FEET
EL OR ELEV	ELEVATION
GRD BRK	GRADE BREAK
CP	SURVEY CONTROL POINT
SW	SIDEWALK
CY	CUBIC YARDS
AWC-SD	ARIZONA WATER COMPANY STANDARD DETAIL



1 TYPICAL PARKING SECTION 1/2 SECTION 1"=20'



2 TYPICAL SIDEWALK SECTION BIRCH ST 1"=4'

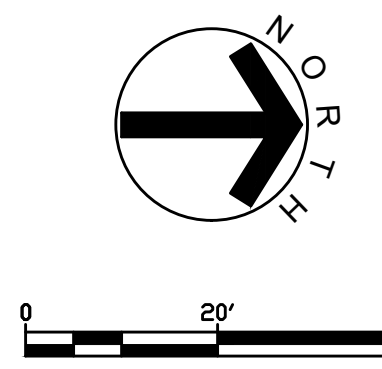


3 TYPICAL PARKING STALLS 1"=10'

LEGEND	
PROPOSED DEVELOPMENT	
	CENTER LINE/BASE LINE
	RIP RAP
	ASPHALT
	CONCRETE
	PAVER
	CURB & GUTTER
	SIDEWALK
	CULVERT
	DRAINAGE FLOWLINE
	BUILDING FOOTPRINT
	RETAINING WALL
	SIGNS
	DRAINAGE FLOW DIRECTION
	LIGHT POLE

- ① INDICATES 1" PVC RISER
- ④ INDICATES 4" PVC RISER
- ⓑ INDICATES BOLLARD
- ⓪ INDICATES SIGN
- Ⓜ INDICATES MAILBOX
- ⓕ INDICATES FIRE HYDRANT
- Ⓟ INDICATES BACKFLOW PREVENTER
- ⓗ INDICATES HOSE BIB
- Ⓦ INDICATES WATER VALVE
- Ⓢ INDICATES WATER BOX
- Ⓣ INDICATES TELEPHONE / CABLE RISER
- ⓐ INDICATES GAS METER
- ⓑ INDICATES GAS SERVICE
- ⓒ INDICATES SEWER MANHOLE
- ⓓ INDICATES CLEANDUT
- ⓔ INDICATES UTILITY POLE
- ⓕ INDICATES ELECTRIC OUTLET
- ⓖ INDICATES ELECTRIC METER
- ⓗ INDICATES DOWN GUY WIRE

	INDICATES OVERHEAD POWER LINE
	INDICATES CONCRETE
	INDICATES CHAIN LINK FENCE
	INDICATES BARBED WIRE FENCE



PRELIMINARY

PRELIMINARY. NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY. SEE GENERAL PLAN NOTE 3.1 PRIOR TO CONSTRUCTION.

VILLAGE AT BIRCH		SHEET	
GRADING AND DRAINAGE PLANS-PRELIMINARY		OF XX	
		SITE MAP	
		DATE	DRAWN
		9/14/22	NMW
		SCALE	CHECKED
825 COVE PARKWAY COTTONWOOD, AZ 86326 928-282-7787		AS SHOWN	KG
PROJECT NO. 22-0207CS			

VILLAGE OF BIRCH

SIGN IN SHEET THANK YOU

NO.	NAME	PHONE	EMAIL	RESIDENT OR BUSINESS	DATE	COMMENTS
4	Lisa Sanchez	928-821-0081	lisa.sanchez1969@hotmail.com		8-20-22	
	Guadalupe L Perez	928-821-9857			8-20-22	
	MCupd/Mae	928-308-0155	mkester77@gmail.com		8/20/22	
	Jim Powers	602-550-8678	jpowers@CRPSAZ.com		8/20/2022	
	Jeff Jensen	602-530-2674	jjensen@crpsaz.com		8/20/22	
	Michael McCrory	602-689-0455	mikao3yconstruction.com		8/20/22	
	MICHAEL MANONE	602-451-9772	MIKEMANONE1@GMAIL.COM		8-20-22	
	Krishan Ginige	928-202-6310	kginige@sec-landngt.com			
	Amy Breen	928-629-3035	Both abreeton@gmail.com		8/20/22	Safety + traffic concerns
	Reggie Breen	928-284-8733	Both reggiebreen@gmail.com			TRAFFIC concerns
	Marlene Cosand	928-978-6142	marlenecosand@gmail.com			
	STAN KINTOWSKI	760-851-1751				

List of attendees. Of this list, only 5 were property owners from surrounding properties. The other attendees have vested interest in the proposed project.

ORGANIZATION

TIME

EVENT DATE

LOCATION

Questions?

Summary of remarks made by attendees

The neighborhood meeting went with overall positive remarks.:

1. They liked the design and the various units sizes.
2. More parking provided than is required.
3. They had concerns of traffic flow coming out of the Heritage school.
4. They like the fact that it will no longer be a vacant lot on a portion of the property and there would no longer have the trailer.
5. They voiced desire to have a better crosswalk on the corner of Mingus.
6. They appreciated that we were not the development coming in making housing just for Sedona Hotel employees. Or short term rentals
7. Each unit will be self contained with private porches and balconies. Well lit for security (dark sky compliant).
8. Mature landscape areas.
9. Enclosed/screened areas for trash enclosures.
10. 6' privacy fence along the perimeter of the property - Metal posts with wood slats.

ORDINANCE NUMBER 725

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF COTTONWOOD, ARIZONA, FOR YAVAPAI COUNTY APN 'S 406-45-066 & 406-45-067 SO AS TO CHANGE THEIR CURRENT ZONING DESIGNATION OF AR-20 (AGRICULTURAL RESIDENTIAL) TO R-3 (MULTIPLE FAMILY RESIDENTIAL).

WHEREAS, at a public meeting held on October 17, 2022, the Planning & Zoning Commission unanimously voted in support of a proposal to rezone certain land located at 1642 and 1644 East Birch Street (Yavapai County APN'S 406-45-066 & 406-45-067), to allow for the rezoning of those parcels; and

WHEREAS, the requirements of A.R.S. § 9-462.04 have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the zoning designation for Yavapai County APN'S 406-45-066 and 406-45-067, lying within the City of Cottonwood, Yavapai County, Arizona, shall be and are hereby reclassified from AR-20 (Agricultural Residential), to R-3 (Multiple Family Residential).

Legal Descriptions

Parcel I: APN 406-45-066

That part of the Southwest quarter of the Southwest quarter of Section 35, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section;

Thence North 510 feet to a point on the West line of said Section;

Thence East 367.5 feet to the TRUE POINT OF BEGINNING;

Ordinance Number 725
Page 2

Thence North 379.75 feet;

Thence East 100 feet;

Thence South 379.75 feet;

Thence West 100 feet to the TRUE POINT OF BEGINNING.

Parcel II: APN 406-45-067

That part of the Southwest quarter of the Southwest quarter of Section 35, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section;

Thence North 510 feet to a point on the West line of said Section;

Thence East 467.5 feet to the TRUE POINT OF BEGINNING;

Thence North 379.75 feet;

Thence East 100 feet;

Thence South 379.75 feet;

Thence West 100 feet to the TRUE POINT OF BEGINNING.

Section 2: That at least three (3) copies of the zoning map of the City of Cottonwood, Arizona, as hereby amended be kept in the office of the City Clerk for public use and inspection.

Section 3: Severability: That if any section, subsection, sentence, clause, phrase or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

Ordinance Number 725
Page 3

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE
MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, THIS ____ DAY OF
DECEMBER 2022.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

CLAIMS EXCEPTIONS REPORT OF NOVEMBER 15, 2022[illegible]