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BOARD OF SUPERVISORS

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Flagstaff, AZ 86001

Official Records of Coconino County

Patty Hansen - Recorder 04/23/2020 04:07 PM

COCONINO COUNTY BOARD OF SUPERVISOR

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\$15.00



RESOLUTION NO. 2020-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, COMMITTING TO AGREEMENTS WITH THE FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, TOWNHOMES AT FLAGSTAFF MEADOWS HOMEOWNERS ASSOCIATION AND SGB INVESTMENTS, LLC, TO PURCHASE AND INSTALL CLUSTER BOX UNITS

WHEREAS, in an effort to reduce vehicular and pedestrian safety concerns from the current centralized location of mail and improve overall safety of traffic movement in the unincorporated community of Bellemont, and

WHEREAS, Coconino County agrees to purchase and install cluster box units for the Flagstaff Meadows Property Owners' Association (POA), Townhomes at Flagstaff Meadows Homeowners Association (HOA) and SGB Investments, LLC ("SGB"), which maintains the RV Park at 14648 W. Beatons E. Road, and

WHEREAS, Flagstaff Meadows POA, Townhomes at Flagstaff Meadows HOA and "SGB" agree to be responsible for maintenance of the cluster box units and shall keep the units in a fully functioning and operating condition.

NOW, THEREFORE, BE IT RESOLVED that the Coconino County Board of Supervisors of Arizona, hereby approves the three agreements attached with Flagstaff Meadows POA, Townhomes at Flagstaff Meadows HOA and "SGB."

PASSED AND ADOPTED by the Coconino County Board of Supervisors in Flagstaff, Arizona this 14th day of April, 2020.

AYES: 5
NOS: 0
ABSENT: 0

COCONINO COUNTY BOARD OF SUPERVISORS

Elizabeth C. Archuleta, Chair

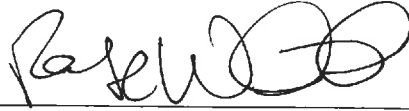
ATTEST:

Lindsay Daley, Clerk of the Board

(SEAL)



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Rose Winkeler", written in a cursive style.

Rose Winkeler, Deputy County Attorney

**AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF
MAIL DELIVERY CLUSTER BOX UNITS**

This Agreement (the “Agreement”) is made as of March 25, 2020 between Coconino County, Arizona (“County”), a political subdivision of the State of Arizona, and Flagstaff Meadows Property Owners’ Association (“Flagstaff Meadows POA”), a Property Owners’ Association, in the unincorporated community of Bellemont, Arizona.

WHEREAS, the County, in support of the citizens of Bellemont, will purchase and install at its sole cost 15 (fifteen) cluster box units in the style as shown on Exhibit “A” attached hereto (the “Cluster Box Units”) containing not less than 240 (two hundred forty) individual boxes and 30 (thirty) parcels boxes; and

WHEREAS, Flagstaff Meadows POA is responsible for the performance of the obligations of the “Association” under the Declaration of Covenants, Conditions and Restrictions for Flagstaff Meadows (recorded in Instrument 3124807, Records Office, Coconino County AZ), and will assume all repair and maintenance of the Cluster Box Units including up to replacement of the Cluster Box Units following completion of construction thereof in accordance with this Agreement; and

NOW, THEREFORE, the parties agree as follows:

To support the citizens of Bellemont, County will at its sole cost purchase and install the Cluster Box Units for the sole purpose of facilitating mail delivery that reduces vehicular and pedestrian safety concerns from the current centralized location and improves overall safety of traffic movement in the community. The materials and construction techniques utilized by the County, in installing the Cluster Box Units, shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements and the plans attached hereto as Exhibit “B”.

County shall install the concrete bases for the Cluster Box Units in accordance with the Temporary Right of Entry of even date herewith between County and Flagstaff Meadows POA, a copy of which is attached hereto as Exhibit “C.” The Cluster Box Units shall be installed on such concrete bases.

Flagstaff Meadows POA shall be responsible for contacting the United States Postal Service and providing a list of addresses and the location of the Mail Cluster Box Unit servicing those addresses.

Flagstaff Meadows POA shall be responsible for maintenance of the Cluster Box Units and shall keep the units in a fully functioning and operating condition and shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements as to the Cluster Box Units.

Flagstaff Meadows POA shall hold the County harmless and defend the County against any and all claims, actions and judgments, for damages to persons or property resulting in whole or part from Flagstaff Meadows POA's negligence or failure to perform its obligations in accordance with the terms and conditions of this Agreement.

Notwithstanding any other provision of this Agreement, the County shall not be obligated for any provision of this Agreement during any of the County's fiscal years commencing January 1, 2021 or thereafter.

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the agreement herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each party.

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

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 has been properly authorized and empowered to do so. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This Agreement shall exist in perpetuity until terminated by written agreement signed by all parties.

COCONINO COUNTY

Dated: 9/14/20

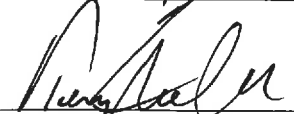
By: 
Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

ATTEST:


Lindsay Daley, Clerk of the Board

FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION

Dated: 3/25/2020

By: 
Flagstaff Meadows POA Representative

Tony Fallon

TEMPORARY RIGHT OF ENTRY-

THIS TEMPORARY RIGHT OF ENTRY (this "Agreement") is given this 25th day of March, 2020, by **Flagstaff Meadows Property Owners' Association**, whose address is Flagstaff Meadows POA, C/O Sterling Real Estate Management, 323 S River Run Road #1, Flagstaff, AZ 86001, hereinafter designated the "Licensor", to **Coconino County**, a political subdivision of the State of Arizona, hereinafter designated as the "Licensee."

RECITALS:

The Licensee requires a temporary right of entry to a parcel of land belonging to the Licensors, upon which the Licensee may do the following improvements (together, the "Improvements"): perform minor excavation, import of base material, placement of concrete bases to be used for the installation of 15 (fifteen) mail delivery Cluster Box Units ("CBUs"), in accordance with the Agreement for Installation and Maintenance of Mail Delivery Cluster Box Units of even date herewith (the "Installation Agreement"), and minor regrading. The Improvements will be made and the CBUs will be installed in the approved location only as shown in the plans attached hereto as Exhibit "A."

The Licensor does hereby grant to the Licensee a right of entry upon that portion of that certain strip, tract, or parcel of land and real estate situated in Coconino County, Arizona, currently known as Assessor's Parcel No. 204-07-134as shown on Exhibit "B" hereto (the "Real Property"), for such purposes, subject however, to the reservations, provisions and conditions hereinafter contained, and said Licensor does hereby acknowledge said work and does hereby release the Licensee from, and waives all claims for damage or compensation resulting from the Improvements work, including the CBUs installation, excepting damages and compensation as to damages to persons or property resulting from the Licensee's negligence or intentional acts.


UPON THE FOLLOWING CONDITIONS:

1. That said Real Property shall be used by the Licensee for no other purposes than those herein set forth and as set forth in the Installation Agreement.
2. This Agreement shall expire one year from the date signed by the Licensor if not acted upon by the Licensee. Otherwise, upon completion of described work on the Real Property, this Agreement shall become null and void excepting as to any claims by the Licensor for damages.
3. It is acknowledged by the Licensor that the Licensee is not responsible for any future maintenance once the CBUs are installed in accordance with this Temporary Right of Entry and the Installation Agreement.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the Licensor and the Licensee the day and year first above written.


LICENSOR

**FLAGSTAFF MEADOWS PROPERTY
OWNERS' ASSOCIATION**

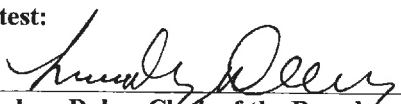
By: 
Name: TERRY FALLON
Its: POA PRESIDENT
Dated: 3/25/2020

LICENCEE

COCONINO COUNTY

By: 
Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

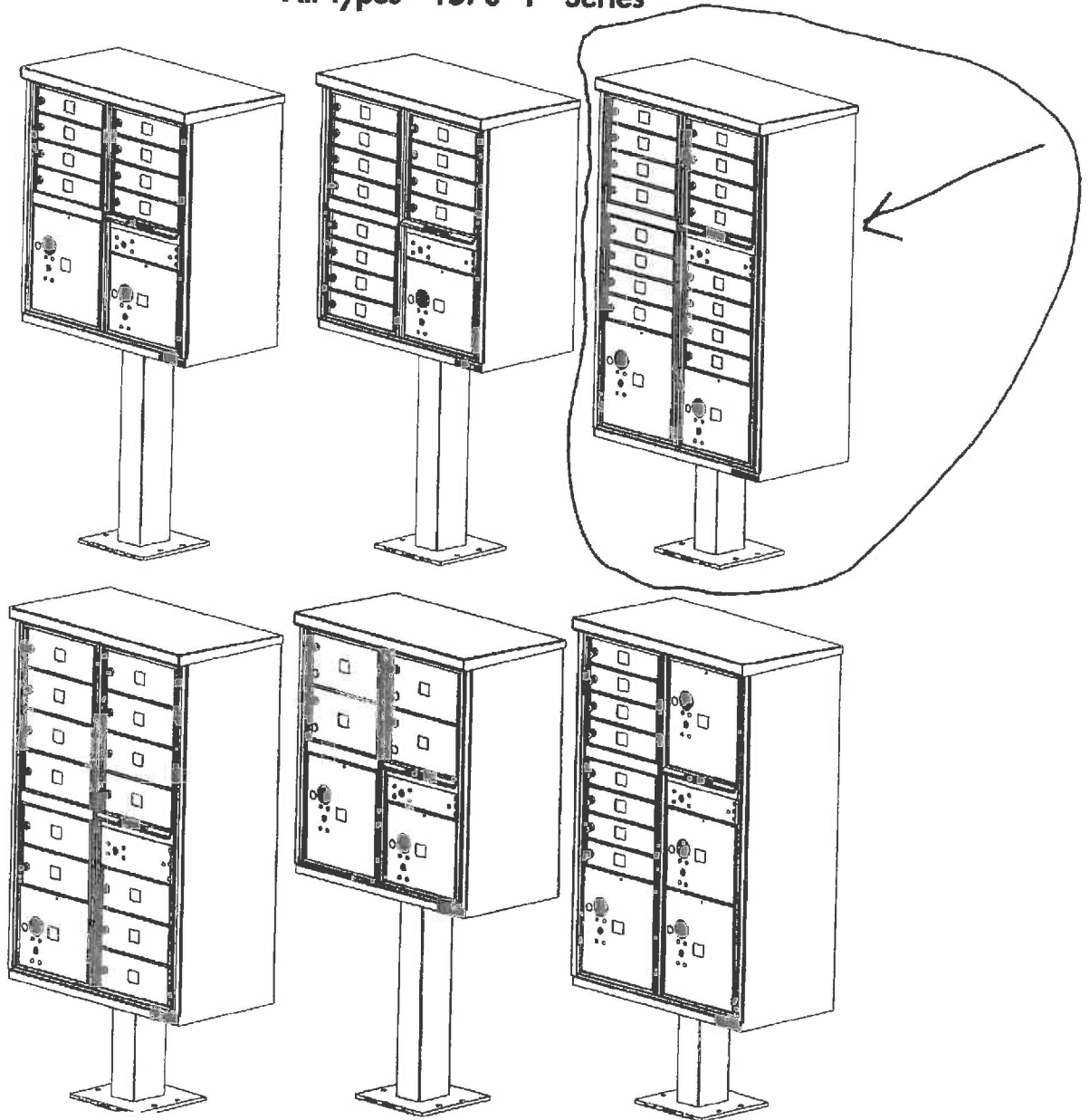
Dated: 4/14/20

Attest:

Lindsay Daley, Clerk of the Board

INSTALLATION MANUAL

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**AGREEMENT FOR THE INSTALATION AND MAINTENANCE OF
MAIL DELIVERY CLUSTER BOX UNITS**

This Agreement is made between Coconino County, Arizona (“County”), a political subdivision of the State of Arizona, and The Townhomes at Flagstaff Meadows Homeowners Association (“The Townhomes at Flagstaff Meadows HOA”), a Home Owner’s Association, in the unincorporated community of Bellemont, Arizona.

WHEREAS, the County, in support of the citizens of Bellemont, will purchase and install the cluster box units; and

WHEREAS, The Townhomes at Flagstaff Meadows HOA is responsible for the Declaration of Covenants, Conditions and Restrictions for The Townhomes of Flagstaff Meadows (recorded in Instrument 3257544, Records Office, Coconino County AZ), and will assume all repair and maintenance including up to replacement of the cluster box units upon completion of construction; and

NOW, THEREFORE, the parties agree as follows:

COUNTY will purchase and install the cluster box units for the sole purpose of facilitating mail delivery to support the citizens of Bellemont in such function that removes vehicular and pedestrian safety concerns from the current centralized location and improves overall safety of traffic movement in the community. The materials and construction techniques utilized by the COUNTY shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements.

THE TOWNHOMES AT FLAGSTAFF MEADOWS HOA shall be responsible for maintenance of the cluster box units and shall keep the units in a fully functioning and operating condition and shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements.

THE TOWNHOMES AT FLAGSTAFF MEADOWS HOA shall hold the County harmless and defend the County against any and all claims, actions and judgments, for damages to persons or property resulting in whole or part from THE TOWNHOMES AT FLAGSTAFF MEADOWS HOA’s negligence or failure to perform in accordance with the terms and conditions of this Agreement.

Notwithstanding any other provision of this Agreement, the County shall not be obligated for any provision of this Agreement during any of the County’s future fiscal years.

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the agreement herein. This Agreement may not be

modified or amended, except by a written document, signed by authorized representatives of each party.


This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

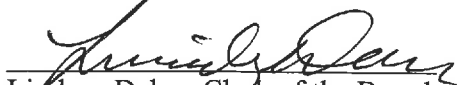
Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to do so. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This Agreement shall exist in perpetuity until terminated by written agreement signed by all parties.

COCONINO COUNTY

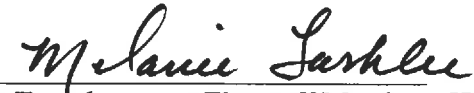
Dated: 4/14/20

By: 
Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

ATTEST:

Lindsay Daley, Clerk of the Board

THE TOWNHOMES AT FLAGSTAFF MEADOWS HOME OWNERS ASSOCIATION

Dated: 12.9.19

By: 
The Townhomes at Flagstaff Meadows HOA Representative
on Behalf of the Board

TEMPORARY RIGHT OF ENTRY

THIS TEMPORARY RIGHT OF ENTRY is given this 9 day of December, 2019, by **The Townhomes of Flagstaff Meadows Homeowners Association**, whose address is 523 N Beaver St., Flagstaff, AZ 86001, hereinafter collectively designated the Licensors, to **Coconino County**, a political subdivision of the State of Arizona, hereinafter collectively designated as the Licensee.

RECITALS:

he Licensee requires a temporary right of entry to a parcel of land belonging to the Licensors, upon which the Licensee may do the following: perform minor excavation, import of base material, placement of concrete bases, installation of mail delivery Cluster Box Units (CBUs), and minor regrading. CBUs will be installed in the approved location only as shown in Exhibit A (attached).

The Licensors do hereby grant to the Licensee a right of entry upon that certain strip, tract, or parcel of land and real estate situated in Coconino County, Arizona, currently known as Assessor's Parcel No. 204-07-342A, for such purposes, subject however, to the reservations, provisions and conditions hereinafter contained, and said Licensors do hereby acknowledge said work; and do hereby release the said Licensee from, and waives all claims for damage or compensation from cluster box installation.

UPON THE FOLLOWING CONDITIONS:

1. That said parcel of land shall be used for no other purposes than those herein set forth.
2. This Temporary Right of Entry shall expire one year from the date signed by Licensors if not acted upon by licensee. Otherwise, upon completion of described work on Licensors' parcel of land, this Temporary Right of Entry shall become null and void.
3. It is acknowledged by the Licensors that Licensee is not responsible for any future maintenance once the CBUs are installed.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the Licensors the day and year first above written.

LICENSOR

Melanie Larklee
Townhomes of Flagstaff Meadows
HOA Representative

On Behalf of the Board

12.9.19
Date

AGREEMENT FOR THE INSTALATION AND MAINTENANCE OF MAIL DELIVERY CLUSTER BOX UNITS

This Agreement is made between Coconino County, Arizona ("County"), a political subdivision of the State of Arizona, and SGB Investments, LLC, ("SGB"), in the unincorporated community of Bellemont, Arizona.

WHEREAS, the County, in support of the citizens of Bellemont, will purchase and install the cluster box units; and

WHEREAS, SGB is responsible for the maintenance of the RV Park at ¹⁴⁶⁴⁸~~16148~~ W Beatons E Road, and will assume all repair and maintenance including up to replacement of the cluster box units upon completion of construction; and

NOW, THEREFORE, the parties agree as follows:

COUNTY will purchase and install the cluster box units for the sole purpose of facilitating mail delivery to support the citizens of Bellemont in such function that removes vehicular and pedestrian safety concerns from the current centralized location and improves overall safety of traffic movement in the community. The materials and construction techniques utilized by the COUNTY shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements.

SGB shall be responsible for contacting the United State Postal Service and providing a list of addresses and the location of the Mail Cluster Box Unit servicing those addresses.

SGB shall be responsible for maintenance of the cluster box units and shall keep the units in a fully functioning and operating condition and shall comply with all applicable federal, state and local laws, regulations, ordinances, policies and program requirements.

SGB shall hold the County harmless and defend the County against any and all claims, actions and judgments, for damages to persons or property resulting in whole or part from SBG negligence or failure to perform in accordance with the terms and conditions of this Agreement.

Notwithstanding any other provision of this Agreement, the County shall not be obligated for any provision of this Agreement during any of the County's future fiscal years.

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the agreement herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each party.

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

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 has been properly authorized and empowered to do so. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

This Agreement shall exist in perpetuity until terminated by written agreement signed by all parties.

COCONINO COUNTY

Dated: _____

ATTEST:

By:



Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

— Attest:


Lindsay Daley, Clerk of the Board

Dated: 1.26.2020

By: Cherrie G. Balchek
SGB Investments LLC, Representative