

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 4, 2020

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

4:30 P.M. MEETING

Individual Items on the 4:30 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR EVANS

VICE MAYOR SHIMONI

COUNCILMEMBER ASLAN

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER SALAS

COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Recognition:** Flagstaff Police Department and Chief Treadway Patriotic Supervisor Award
- B. **Proclamation:** Black History Month

6. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

- A. **Consideration of Appointments:** Planning and Zoning Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring December 2022.

- B. **Consideration of Appointments:** Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Real Estate and Professional - Developer seat to a term expiring in September 2020.

7. **CONSENT ITEMS**

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. **Consideration and Approval of Grant Agreement:** Between the Arizona Department of Forestry and the City of Flagstaff for Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

STAFF RECOMMENDED ACTION:

Approve the Arizona Department of Forestry and Fire Management, 2019 Wildland Fire Hazard Fuels Grant (WFHF) 19-205 in the amount of \$144,200 for the Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

- B. **Consideration and Approval of Contract:** Approval to purchase and upgrade to a Voice over Internet Protocol (VoIP) phone system for the Flagstaff Police Department in the amount of \$135,534.73.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the VOIP System and upgraded wiring in the amount of \$135,534.73, plus applicable sales tax, from Extreme Integration purchasing agreement with the Mohave Cooperative Contract 16B-EXTR-0723.
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** Approve the award of the cooperative contract to Revolution Industrial, LLC for the repair/replacement of both the primary tank weir supports and the grit tank pipeline at the Wildcat Hill Water Reclamation Facility. The cooperative is through The City of Phoenix (#144421-0), awarded to Revolution Industrial, LLC.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative contract with Revolution Industrial, LLC for the repair/replacement of the primary tank weir supports and the grit tank pipeline in the amount of \$152,143.35; and
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Contract:** Approve the award of the cooperative purchase contract to Toter, LLC for the purchase of residential trash and recycle containers through the City of Tucson Cooperative Contract No. 1717171-01.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative contract with Toter, LLC for the purchase of 312 - 96 Gallon Trash and 312 - 96 Gallon Recycle containers in the amount of \$33,927.20; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of License Agreement:** Agreement is between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA). The Agreement outlines the responsibilities for both parties including the rental of ice time at the City of Flagstaff Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

Approve the license agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately \$65,000.

- F. **Ratification:** Staff's action to send support letters on behalf of City Council and signed by Mayor Evans, as requested by Jeff Hall, Director of Lowell Observatory, in support of the Observatory's request of US Congress regarding Section 17.

STAFF RECOMMENDED ACTION:

Ratify staff's action in sending letters of support to members of the US Congress on behalf of the City Council, as requested by Jeff Hall, Director of Lowell Observatory.

8. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2020-03:** An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date. (*approving receipt/transfer of easements and real property interests*)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-03 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-03

- B. Consideration and Adoption of Ordinance No. 2020-02:** An ordinance of the City Council of the City of Flagstaff, Repealing Chapter 8-01 of the Flagstaff City Code, Sidewalks, and adopting a new Chapter 8-01 of the Flagstaff City Code, Sidewalks, to provide for revised standards and procedures; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-02 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-02

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

9. ROLL CALL

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

MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	COUNCILMEMBER ODEGAARD
COUNCILMEMBER MCCARTHY	COUNCILMEMBER SALAS
	COUNCILMEMBER WHELAN

10. PLEDGE OF ALLEGIANCE

11. PUBLIC PARTICIPATION

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

13. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2020-03:** A resolution approving an Intergovernmental Agreement (IGA) between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-03 by title only
- 2) City Clerk reads Resolution No. 2020-03 by title only (if approved above)
- 3) Adopt Resolution No. 2020-03

- B. Consideration and Adoption of Ordinance No. 2020-04:** An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to enter into the Fifth Amendment to Development Agreement with Nestle Purina Petcare Company; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

At the February 4, 2020 Regular Council Meeting:

- 1) Read Ordinance No. 2020-04 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-04 by title only (if approved above)

At the February 18, 2020 Regular Council Meeting:

- 3) Read Ordinance No. 2020-04 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-04 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-04

14. DISCUSSION ITEMS

- A. Mogollon Property Planning Discussion**
- B. Flagstaff Citizen Survey 2020**
- C. Linda Vista Pressure Reducing Valve (PRV) Replacement/Relocation Project**

15. COUNCIL LIAISON REPORTS

16. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.)** A request by Councilmember Aslan to have a discussion about the feasibility of initiating a carbon tax at the Flagstaff airport
- B. Future Agenda Item Request (F.A.I.R.)** A request by Vice Mayor Shimoni to have a discussion about chemicals used in the parks and recreation department, not including reclaimed water

17. CITY MANAGER REPORT

- A. City Manager Report**
- B. F.A.I.R. Process Discussion and Possible Direction**

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

19. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____,
at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2020.

Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration of Appointments: Planning and Zoning Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring December 2022.

Executive Summary:

The Planning and Zoning Commission consists of seven citizen members and serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals. There are currently two expired seats available for appointment. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are five applications currently on file, they are as follows:

Richard Becher (new applicant)
Will Carlstrom (new applicant)
Dr. Alex H. Martinez (current commissioner)
P. Lloyd Paul (new applicant)
Margo Wheeler (current commissioner)

Richard Becher is currently a commissioner on the Board of Adjustment. Upon review of Mr. Becher's background, staff recommended that he apply for the Planning and Zoning Commission. If appointed, Mr. Becher would resign from the Board of Adjustment and would be assigned as the new Planning and Zoning Representative for the Board of Adjustment. Mr. Becher's appointment to the Planning and Zoning Commission is contingent on his resignation from the Board of Adjustment. Mr. Becher confirmed his interest in this appointment on January 14, 2020.

Staff recommends filling the two expired seats as soon as possible to ensure that a quorum of members will be available to conduct hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals. In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

Council Appointment Assignment: Councilmember Salas and Councilmember Whelan

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1) Appoint two Commissioners; by appointing Commissioners at this time, the Planning and Zoning Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: P&Z Authority

**CHAPTER 2-01
PLANNING AND ZONING COMMISSION**

SECTIONS:

- 2-01-001-0001 CREATION OF COMMISSION
- 2-01-001-0002 INTENT AND PURPOSE
- 2-01-001-0003 MEMBERSHIP
- 2-01-001-0004 MEETINGS
- 2-01-001-0005 DUTIES AND FUNCTIONS

Prior legislation: Ords. 339, 859, 1427, 1826 and 2007-09.

2-01-001-0001 CREATION OF COMMISSION

There is hereby established a Planning and Zoning Commission for the City of Flagstaff under the provisions of A.R.S. § 9-461.02. (Ord. 339, 10-8-45; Ord. 2010-35, Amended, 11/16/2010)

2-01-001-0002 INTENT AND PURPOSE

The purpose of the Planning and Zoning Commission is to direct the growth and physical development of the City in a sound and orderly fashion for the prosperity, health, safety, convenience, and general welfare of the citizens of Flagstaff. (Ord. 2010-35, 11/16/2010)

2-01-001-0003 MEMBERSHIP

The Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council.

The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term.

A. A Chairperson and Vice-Chairperson shall be elected from and by the voting membership of the Commission to serve one (1) year terms. A Chairperson may serve no more than two (2) consecutive terms as Chairperson (exclusive of a term as Vice-Chairperson). Upon the conclusion of a second, consecutive term as Chairperson, such Commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired.

B. In addition to the causes for removal set out in the Board and Commission Members' Rules and Operations Manual, a member accumulating eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Services Section of his or her inability to attend a regularly scheduled meeting. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-01-001-0004 MEETINGS

Unless there are no matters to be considered, the Commission shall hold at least one meeting each month and may schedule additional special meetings as needed. A special meeting may serve as the minimum one meeting per month. (Ord. 2010-35, 11/16/2010)

2-01-001-0005 DUTIES AND FUNCTIONS

The Planning and Zoning Commission created in this chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the Planning and Zoning Commission. In addition to any authority granted to the Planning and Zoning Commission by State law or other ordinances of the City, the Planning and Zoning Commission shall have the following duties and functions under the provisions of these regulations:

- A. To review and recommend to the City Council adoption of a comprehensive general plan adopted in compliance with the authority provided in A.R.S. Section 9-461.05 for the orderly growth and development of the City and for any land outside the City which, in the opinion of the Planning and Zoning Commission, bears a relation to the planning of the City.
- B. To hear, review, and make recommendations to the City Council regarding applications for amendments to the General Plan or any other plan in accordance with the provisions of Chapter 11-10 (General Plans).
- C. To serve as an advisory body to the City Council and furnish the Council through the Planning Director the facts concerning the adoption of any report or recommendation.
- D. To make its special knowledge and expertise available upon reasonable written request and authorization of the City Council to any official, department, board, commission or agency of the State or Federal governments.
- E. To hear and review amendments to the Zoning Map and to the text of the Zoning Code in accordance with the provisions of Title 10, Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).
- F. To confer with and advise other similar City or County commissions.
- G. To make investigations, maps, reports, and recommendations to the City Council in regard to the physical development of the City.
- H. To hear, review and make recommendations to the City Council regarding preliminary subdivision plats after recommendation from the Planning Director and City Engineer in accordance with Chapter 11-20, Subdivision and Land Split Regulations.
- I. To take such other action as authorized in Title 10 (Zoning Code) and Title 11 (General Plan and Subdivisions) as necessary to implement the provisions of those titles and the General Plan.
- J. To consider, review and approve Conditional Use Permits, pursuant to the provisions of Section 10-

20.40.050 (Conditional Use Permits).

K. The Commission shall carry out other such duties as determined by the City Council and present other recommendations the City Council deems pertinent. (Ord. 859, 10-24-72; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

6. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Real Estate and Professional - Developer seat to a term expiring in September 2020.

Executive Summary:

The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff. There is currently one Building and Real Estate Professional seat available for a developer.

The authority for the commission requires that the members shall be appointed into one of three professional categories: Building and Real Estate Professionals (6 members requiring at least one builder, one developer, one realtor, one lender, and one residential multi-family/property management representative); Low Income Housing Experts (3 members); and Community Representatives (3 members).

There is one (1) Building and Real Estate Professional applications for a developer on file for consideration by the Council. Due to the work of the commission, staff feels that this position should be filled as soon as possible if desired by Council. The application is as follows:

- Chris Kemmerly (new applicant)

In an effort to reduce exposure to personal information, the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Odegard for Developer seat.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None.

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

There is no Council goal that specifically addresses appointments to boards and commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1) Appoint one Commissioner: By appointing members at this time, the Housing Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies were posted on the City's website and multiple social media posts were made. An article was printed in the Arizona Daily Sun along with a printed advertisement calling for members. Additionally, outreach was done through the online community forum and through word of mouth.

Attachments: Housing Commission Authority

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 2, *BOARDS AND COMMISSIONS*, BY ADDING A NEW CHAPTER 2-25, CREATING A HOUSING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Council has an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and home-owners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, affordable/workforce housing is integral to the community regional quality of life and sustainability; and

WHEREAS, the creation of the Housing Commission will assure that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

Flagstaff City Code, Title 2, *Boards and Commissions*, is hereby amended by adding a new chapter to read as follows:

**CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION**

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

The Housing Commission shall have thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. All members shall reside within the Flagstaff City limits.

- A. Members shall be appointed to fit into one of the professional categories listed below, however, the members identified as required must be appointed. Any member may satisfy

more than one (1) of the below qualifications and any "professional" category may be filled by a person who is retired from that profession.

1. Building and Real Estate Professionals (6 members)
 - a. Builders (required)
 - b. Developers (required)
 - c. Architects
 - d. Land Use Experts
 - e. Realtors (required)
 - f. Lenders (required)
 - g. Residential Multi-Family/Property Management Representative (required)
 - h. Other Building or Real Estate Professional
2. Low Income Housing Experts (4 members)
 - a. Housing Nonprofits
 - b. Low Income Representatives
 - c. Flagstaff Housing Authority Board of Commissioners member (required)
 - d. Other Low Income Housing Expert
3. Community Representatives (3 members)
 - a. General Public
 - b. Private Business Representatives
 - c. Workforce Representatives
 - d. Neighborhood Associations
 - e. HOA Representatives

- B. Appointed members shall have an interest in housing and be committed to represent not only their specific areas of expertise, but also the community at large.

2-25-001-0003 TERMS AND OFFICERS

- A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint four members for three year (3) terms, four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.
- B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-0004 ELIGIBILITY

Any resident of the City of Flagstaff shall be eligible for appointment by the City Council to the

Committee, in accordance with the membership requirements outlined above, and shall serve at the pleasure of the City Council and without compensation.

2-25-001-0005 PURPOSE AND DUTIES

- A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.
- B. The Housing Commission shall:
 - 1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
 - 2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
 - 3. Make recommendations regarding the prioritization of the community's housing needs.
 - 4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.
 - 5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
 - 6. Explore alternative models of housing and make recommendations to Council.
 - 7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
 - 8. Upon request, serve as a resource on implementation of housing policy and programs.
- C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-0006 MEETINGS; ATTENDANCE

- A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.
- B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.
- C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

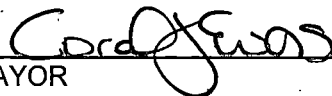
SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

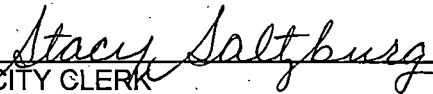
SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.


MAYOR

ATTEST:


CITY CLERK

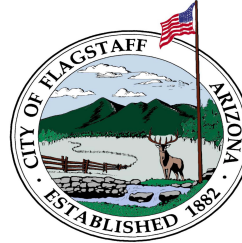
APPROVED AS TO FORM:


CITY ATTORNEY

7. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jerolyn Byrne, Wildland Firewise Specialist
Co-Submitter: Paul Summerfelt
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Approval of Grant Agreement: Between the Arizona Department of Forestry and the City of Flagstaff for Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

STAFF RECOMMENDED ACTION:

Approve the Arizona Department of Forestry and Fire Management, 2019 Wildland Fire Hazard Fuels Grant (WFHF) 19-205 in the amount of \$144,200 for the Picture Canyon Natural and Cultural Preserve Hand-Thinning Restoration Project.

Executive Summary:

The Wildland Fire and Hazardous Fuels 2019 grant agreement will provide \$144,200 (90%) funding to the City of Flagstaff to conduct forest treatments for wildfire risk reduction on 200 acres of Picture Canyon Open Space. Goals of this project include improving/maintaining our forest ecosystems, preventing long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Financial Impact:

Total cost to conduct this work is expected to be \$160,222. This grant will provide 90% of the required funding (\$144,200). The remaining 10% (\$16,022) will be provided by the City's Flagstaff Watershed Protection Project funds. The grant is budgeted in account 407-09-425-6232-2 for \$210,000 in FY 2019-20.

Policy Impact:

Implementation of forest treatments funded by this award will:

1. Meet council goals and regional plan (see Connection to Council Goals, Regional Plan, and/or Strategic Plan), to include Public Safety initiatives;
2. Address the goals of the Greater Flagstaff Community Wildfire Protection Plan (CWPP) adopted by Council in 2005 (last updated 2018);
3. Further application of the Flagstaff Wildland Urban Interface Code adopted by Council in 2008;
4. Promote the State's Forest Action Plan;
5. Advance the National Cohesive Wildland Fire Management Strategy; and
6. Promote the forest health components of the City's Climate Action and Adaptation Plan.

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

COUNCIL GOALS: Forest Treatments . . .

Climate Change: improve/maintain forest ecosystems and position them to better withstand change-agents such as climate change.

Water Conservation: prevents long-term damage to critical watersheds.

Environmental and Natural Resources: protects and sustains our natural environment, reducing catastrophic fire and post-fire flooding events and insect infestations, preserving valuable wildlife habitat, allowing for recreational ventures and business operations, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Community Outreach: demonstrates need for, and solutions to, our forest health crisis, allowing us to showcase work, conduct field tours, and encourage residents to take action to protect their neighborhood, property, and home.

Town and Gown: permits us to continue to attract students to a working outdoor laboratory to conduct studies, gather information, interact with the public, and support our efforts while furthering their education and experience.

Code Compliance: addresses requirements of the City's Wildland Urban Interface Code (2008) and demonstrate their effectiveness.

REGIONAL PLAN:

Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

Policy E&C.3.3 – Invest in forest health and watershed protection measures.

Policy E&C.6.1– Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.6– Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.10.2– Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Not on this specific grant offering. However, prior Wildland Fire Hazardous Fuels grants and Flagstaff Watershed Protection Project efforts have been received and approved by prior Councils.

Options and Alternatives:

Two options exist:

Approve Agreement - this will permit the forest treatment work to proceed as planned, allowing full-use of the grant funds (termination date of Dec 30, 2021);

Reject Agreement - this will require the city to fully fund the work.

Background/History:

Severe and destructive wildfire, followed by post-fire flooding, are annual and ever-present threats to our forests and community. Areas that have undergone forest treatments (i.e. – thinning, debris disposal, and/or prescribed fire) are not only healthier and more resilient to damaging agents, they also provide proven barriers to both, enhance public safety and infrastructure protection, and suffer less damage from insect outbreaks and serious wildfires than what occurs on non-treated sites.

Key Considerations:

The forest treatments proposed are part of our overall plan and continuing collaboration with the Picture Canyon Working Group, City Sustainability, as well as our local and regional partners and citizens. Wildfires within the city are a challenge to manage/suppress due to a variety of factors. They also present a threat to adjacent neighborhoods, sites, and businesses in the area. Forest treatments such as these proposed have proven highly effective in reducing fire severity, improving fire protection, and increasing survivability of homes both within Flagstaff and elsewhere.

Grant funds will permit selective thinning (i.e. – tree cutting) and debris disposal (i.e. - chipping and removal) by Wildland Fire Management (WFM) staff and/or contractor. The work will be conducted in the following two-step process:

A) Project set-up (i.e. - assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by WFM staff with property owner and vendor; and

B) Cutting, debris disposal, and rehabilitation will be carried out by a WFM staff or contractor - aligning with city's procurement process.

The Greater Flagstaff CWPP, the City's Wildland Urban Interface Code, the Flagstaff Watershed Protection Project, and other efforts such as that afforded by this grant, demonstrate our community's continual commitment to reducing wildfire risk.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Multiple partners have been engaged in the wildfire risk reduction effort in our community for over 20 years, to include Greater Flagstaff Forests Partnership, the NAU Ecological Restoration Institute, AZ Game & Fish, US Fish and Wildlife Service, AZ State Forestry & Fire Management, and the Stakeholders in our community. In addition, this advances the goals of the Flagstaff Watershed Protection Project and the Climate Action and Adaptation Plan. Successfully completing the planned forest treatments will enhance protection of our forests, adjacent neighborhoods, and the community's viewshed, while promoting the vigor, resiliency, and sustainability of the trees themselves.

Community Involvement:

Inform: In the months leading up to the submitting this grant proposal, meetings and notices of work were made through the Picture Canyon Working Group and Sustainability. Since then, the many partners have been informed of overall progress of the grant application, proposal, process for eligibility etc through various means, including briefings, neighborhood contacts, etc. Specific to this project, we have worked to inform various stakeholders of desired outcomes, plans, schedules, and status.

Consult: We've worked with AZ Dept of Forestry and Fire Management, Picture Canyon Working Group, City's Sustainability Program regarding plans and treatment options.

Involve: Picture Canyon Working Group has been involved in prior treatment work with removing invasive species on site.

Collaborate: The proposed work is compatible with other forest treatment work in the Flagstaff area, and is in-alignment with efforts conducted by the US Forest Service, AZ State Forestry, the City's Wildland Fire Management program, and the Greater Flagstaff Forests Partnership. It will compliment work currently being planned and that will be implemented as part of the Four Forest Restoration Initiative. It is in accordance with the Greater Flagstaff Area Community Wildfire Protection Plan (CWPP) and supports the City's Wildland Urban Interface Fire Code (WUI), adopted by Council in 2005 and 2008, respectfully.

Empower: This will empower and engender neighborhood protection efforts and future grant program/project work of this type in other areas of the city as well.

Expanded Options and Alternatives:

N/A

Attachments: Grant Agreement WFHF 19-205 Picture Canyon

Arizona Department of Forestry and Fire Management
Grant Agreement No. WFHF 19-205
Cooperative Forestry Hazardous Fuels Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **Flagstaff Fire Department (DUNS #08-830-2625)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **19DG-11031600-053**, dated **07/18/2019**
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2021** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$144,200.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Jerolyn Byrne
Wildland Fire Specialist
211 West Aspen Ave
Flagstaff, AZ 86001
928-213-2510
jbyrne@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Joshua Hudson
Grants Program Coordinator
1110 W. Washington Suite 100
Phoenix, AZ 85007
602-761-0285
jhudson@dffm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<u>John Richardson</u> Forestry Programs Administrator Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1420 JRichardson@dffm.az.gov	<u>Paul Summerfelt</u> Flagstaff Fire Department Wildland Fire Management Officer 211 West Aspen Ave Flagstaff, AZ 86001 928-213-2500 PSummerfelt@flagstaffaz.gov

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> Flagstaff Fire Department 211 West Aspen Ave Flagstaff, AZ 86001
--	---

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

Project Application (Cover Sheet)

Picture Canyon Natural and Cultural Preserve Hand-thinning Restoration Project

Profile : psummerfelt@flagstaffaz.gov

1. Application/Project Title : Picture Canyon Natural and Cultural Preserve Hand-thinning Restoration Project

2. Program/Project Congressional District (check all that apply) :

1

3. Program/Project Legislative District (check all that apply) :

6

4. Scope of Work : Picture Canyon Natural and Cultural Preserve is owned by the City of Flagstaff, who acquired the land in 2012 from the Arizona State Land Department. The Preserve has a rich cultural history dating back to 650 AD. The northern Sinagua people resided in the area for nearly 750 years and their presence left a rich archaeological history with over 100 petroglyph panels and nearly 800 individual images. Additionally, the Preserve is filled with pit houses, rock shelters, above-ground dwellings, and pottery shards, making it an important cultural site. In the 1990s, efforts to restore the Preserve were initiated. Through the actions of many agencies and individuals, and with the support of the public, non-native and invasive species were eradicated, wetlands and the natural meander of the Rio de Flag channel were restored, and cars, tires, trash, and debris were eliminated. The efforts also included the re-establishment of native plant species, the construction of the Arizona Trail through a portion of the Preserve, the Preserve's listing as a National Register of Historic Places, the return of water to the channel for the next 13 years, the designation of the Preserve as Open Space, the protection of cultural resources, the relocation of overhead transmission lines, and the planting of native plants along gas lines. These and other ongoing efforts have transformed the Preserve closer to the Natural and Cultural site it once was. Beyond just management of the Preserve for the protection of cultural sites and restoring species diversity, protecting the community of Flagstaff from catastrophic wildfire and post-fire impacts is a critical management goal for the City of Flagstaff. Immediately adjacent to this parcel is the City's Wildcat Waste-Water Treatment Plant and Fire Training Center, as well as a pumping station for the El-Paso Natural Gas Pipeline, each critically-important infrastructure facilities. The overstocked nature of stands in the Preserve suggests that frequent fire has been largely excluded in recent times. As a result, excess fuel loads and unnatural canopy structure/density are prevalent in both Woodland and Pine Forests, increasing the potential for crown fires. Infill and expansion of Woodland species has changed the potential for adverse fire behavior within the Preserve, as well as spread onto adjacent properties. How will the project be implemented? Who will do the work? Cutting operations will follow a written prescriptive guideline developed with input from the Preserve's Management and Stewardship plans, with a post-cutting target of 50-80 basal area per acre, interspersed with open areas and trees in a clumpy-groupy pattern throughout the project area. Prescription will mimic historical patterns of Ponderosa pine forests and allow the remaining trees/forest to potentially withstand damaging fire, as well as other disruptive agents (drought, insects). Ladder fuels will be isolated and/or removed and important wildlife habitat areas will be protected. To protect the high concentration of cultural sites hand-thinning will be used in place of traditional ground-based logging. The project's scope of work is focused on the removal and modification of fuels as follows: 1. Project preparation (boundary marking, tree marking, access, etc), administration, public outreach (ie – signage, field tours, etc), reporting, and issuance of payments will be conducted/coordinated by WFM. 2. Hand-thinning treatment (200 Acres): To reach the desired condition of low to moderate fire hazard rating: (a) conifer thinning treatment should create a more open mosaic forest structure with decreased canopy cover, (b) reduction in bulk density and continuity, (c) retaining a basal area to 50-80 ft² per acre variable density (higher BA is acceptable when it meets desired aesthetic qualities or other resource need, such as wildlife or protection of cultural sites), and (d) decreased stems per acre. Cutting, piling of debris, and access closure/rehabilitation will be carried out by City of Flagstaff Fire Department Wildland Fire Management Division (WFM). NOTE: Piled material will be burned by WFM staff, but will be done separately from, and is NOT a part of this grant request. Funding for this work will be paid for entirely by City funds. How will Grant funds and match be spent? Funds would permit 200 acres of hazardous fuel mitigation work to occur within the Preserve. The completed area would average 50-80 ft² per acre, with openings and tree groups/clumps

interspersed throughout. Forest treatment activity averages \$750 per acre. Project Cost (Direct only) = \$150,000.00 (200 acres x \$750/acre). City's FY19 Indirect Rate of 6.76% = \$ 10,140.00 Sub-Total with Indirect = \$160,140.00 Grant Funding = \$144,153.00 City Match (10%) = \$ 16,017.00 TOTAL = \$160,170.00

5. Project Timeline : Summer – Winter 2019: • Notification of award. • Development of detailed project implementation plan. • Ongoing work includes quarterly and annual reporting. • Continue public outreach efforts (separate from, and not part of the grant request). Spring 2020: • Site preparation. - Starting project layout (marking). - Access work. • Ongoing work includes quarterly reporting. Summer 2020 – Winter 2021: • Initiate hand-thinning work*. Restoration will average 28 acres per quarter. • Debris piling. • Ongoing work includes quarterly and annual reporting. • Project close-out. - Access closure. - Rehabilitation efforts (if needed). • Post inspection conducted to verify accomplished scope of work. • Final reporting. *Due to normal-and-anticipated operational limitations (ex: wet/snow, seasonal crew, etc) work will cease at times. Two seasons are allowed for project completion, and we expect no issues completing all work within grant time frame.

6. Collaborative Elements and Partners : The City is a champion of the National Wildfire Cohesive Strategy, whose focus is 1) Resilient., restored forests, 2) Protection of communities and watersheds, and 3) Safe, effective inter-agency fire response. The City is a founding and active member of the Greater Flagstaff Forests Partnership and the Four Forest Restoration Initiative, both community-based collaborative efforts, as well as the Ponderosa Fire Advisory Council, an inter-agency partnership of all wildland fire response agencies in the greater Flagstaff area. The Preserve is within the footprint of the Flagstaff Watershed Protection Project (FWPP), a joint venture between the City, State, and Coconino National Forest. The City Co-authored the Greater Flagstaff Community Wildfire Protection Plan (CWPP), and wrote the Flagstaff Wildland-Urban-Interface (WUI) Code (adopted in 2008 and successfully implemented since that time). The Picture Canyon Stewardship Plan was written through funding by State Forestry, provided treatment guidance for this grant application and written by Campbell Global. The NAU Ecological Restoration Institute, AZ Game & Fish Dept, US Fish & Wildlife Service, AZ State Forestry, and the City's Open Space Commission and Sustainability Division (SD) have assisted with planning the project. The proposed work is supported by the Summit Fire & Medical Dept, whose jurisdiction lies immediately east of the project site, and the direction in which a wildfire is likely to spread.

7. Sustainability Plan : Proper implementation of vegetation treatment and hazardous fuel reduction during the project will mitigate potential wildfire risk initially. Cutting operations will ensure ladder fuels are removed and long-term continuous-canopy separation. In order to keep the treatment effective over time, regularly scheduled monitoring and maintenance activities need to occur. City funds will be used to undertake sustainability efforts beyond the grant funded work. Post-cutting debris disposal operations will occur by burning on-site. Periodic inspections and routine maintenance , such as treating defensible spaces around neighboring structures and treating ladder fuels will need to occur on a 7-15 year cycle in order to keep fuels in a managed state, extend the effectiveness of the grant-funded treatment. Following completion of the grant-funded work, on-going maintenance will only occur, as needed, by the City, shared between WFM and SD, depending upon the nature of the work required.

8. Evaluation Plan : This property and much of the surrounding area has been under a full suppression management strategy for decades. As a result, tree densities have increased and surface fuels have accumulated, adding to the potential risk for stand-replacing fires. Treatment is needed to reduce this risk. How will you measure the success of this project? Are there particular forestry prescriptions or thinning standards that will be measured? The success of the project will be measured by basal area targets of 50-80 ft² per acre, with openings and tree groups/clumps interspersed throughout. Will there be pre-treatment and post-treatment assessments? The pre-treatment assessment was performed with the completion of the 2017 Forest Stewardship Plan Picture Canyon Natural and Cultural Preserve, in which current stand conditions and management strategies were identified. Visual assessment by applicant will be performed to determine Post-treatment objectives are met based on the objectives listed above.

9. Project Goals and Objectives : Describe the area to be mitigated: The Preserve is a highly vulnerable ecologically and culturally significant area. The project area is in the central and northern portion of the Preserve. The predominate tree species is Ponderosa pine (interlocking canopies and a density average 91 trees/acre and BA of 58-112), with co-dominant species of Gamble oak. Number of acres: 200 acres. Land ownership: City of Flagstaff. Estimated treatment cost per acre: \$750 per acre. What communities will this help to protect? The Preserve is surrounded by community infrastructure and subdivisions: Kinder Morgan transfer station, the City's waste treatment plant, State land, the Coconino

County Public Works Yard, and un-platted subdivisions. Are they identified as Communities-At-Risk? Doney Park area identified as High Risk (score 5.064). Are they FIREWISE USA recognized? Sunset Vista Estates is a FIREWISE USA recognized community.

10. Program Specific Criteria #1 - Project Area / Need : Vegetation type-Ponderosa Pine and Gamble Oak. Latitude and Longitude-35.238170, -111.547568. Arizona Wildfire Risk Assessment Portal-Risk is moderate to high. Treatment Readiness-The property is ready for treatment shortly after grant funds are awarded: detailed project plan is complete, stakeholders have been notified, and preparation of project area is implemented. Describe adjacency-The Preserve is adjacent to State Trust land, Coconino County, and private parcels; and located within the footprint of the FWPP. The project complements all treatment activities across Flagstaff and the surrounding areas. Reference www.gffp.org for past and ongoing treatments in the area. Included details about how the project acres have been identified-The project area was identified based upon three factors: 1) The area, and work, are identified as needed in the CWPP, 2) the existing Stewardship plan shows this as a critical area for treatment due to its adjacency to residential subdivisions, and 3) It is within the FWPP, and the required match is in-place using Bond funds. Existing fuels, utility infrastructure, and risk of ember transport all increase the risk to surrounding communities. Why the mitigation is needed-Fire hazard ratings for the project areas are high indicating easy ignition with rapid rate of spread. There is sufficient crown bulk density coupled with continuous interlocking canopy cover to sustain crown fires which generate dangerous fire behavior, undesirable fire effects, threaten firefighter safety, and are difficult to suppress. A reduction of stand densities through a selective treatment process will move conditions toward a forest structure more representative of pre-settlement fire regimes. It should be noted that a diversity of age classes, vegetative species, and vegetative structures should be preserved while mimicking a natural disturbance process. A mosaic of habitat conditions, from open forest to savannah conditions, allows a diversity of plant and animal species to thrive. Robust understory plant communities are an important part of natural forest conditions and should be given special consideration in treatment. Maintaining the aesthetic qualities, recreational opportunities, watershed values, wildlife habitat, native plant diversity, and other features of the area is of paramount importance. Mitigation will reduce the risk of stand replacing fire and ember risk to the surrounding communities and resulting damage to cultural sites.

11. Program Specific Criteria #2 - CWPP Planning : Information about the Community Wildfire Protection Plan: Greater Flagstaff Community Wildfire Protection Plan (CWPP) was completed in 2005 and was reviewed and revised in 2012 and again in 2018. It can be accessed via www.gffp.org. The CWPP was approved by the Arizona State Forester, Coconino County, City of Flagstaff, and Ponderosa Fire Advisory Council (representing local fire departments and fire districts) in January of 2005. Jointly developed by the GFFP and PFAC, the plan covered a 939,736-acre area centered on Flagstaff. Working closely with USDA Forest Service staff and the NAU Forest Ecosystem Restoration Analysis (Forest ERA) program, the CWPP was designed to address the following Goals and Objectives: Goals: To protect Flagstaff and surrounding communities, and associated values and infrastructure, from catastrophic wildfire by means of: 1. An educated and involved public, 2. Implementation of forest treatment projects designed to reduce wildfire threat and improve long term forest health, in a progressive and prioritized manner, and 3. Utilization of FireWise building techniques and principles. Objectives: • Create a healthy and sustainable forest and protect communities by implementing forest treatments designed to reduce the threat of catastrophic wildfire. • Engage the public by providing opportunities in both preparedness and mitigation efforts. • Support efforts to establish effective and sustainable methods to utilize small-diameter wood and other forest biomass. • Promote FireWise building materials and construction techniques, as well as creation and maintenance of defensible properties and neighborhoods. • Attract necessary funding (appropriations, contracts, donations, grants, etc.) to successfully reduce fire threat. Project Priority: The project area falls into two of the CWPP's priority treatment categories: 1) Areas with dangerous fuels adjacent to communities, and 2) Areas located within the W/UI. The project areas are identified as moderate to high fire risk within the CWPP.

12. Program Specific Criteria #3 - Organization Capability : Applicant: The City's Wildland Fire Management (WFM) Division and Management Services Division will manage the award. Since 1997, WFM has successfully managed over \$4M in grants and contracts, have a proven track record of completing hazard fuel mitigation work within the area, and helped established the Greater Flagstaff CWPP. The City manages an innovative Wildland Urban Interface Code, adopted in 2008, employs a full-time staff of four professional foresters, employs a seasonal work force of 134, and, since 2001, have benefited from over, 36,000 hours of volunteer labor by community members. The City is engaged with the Greater Flagstaff Forests Partnership, is an active participant with the Four Forests Restoration Initiative, and manages

the \$10M voter-approved Flagstaff Watershed Protection Project. Planning: 2017 Forest Stewardship Plan Picture Canyon Natural and Cultural Preserve: The objective of the Plan is to provide background and context for specific implementation measures to be developed by the land manager, as there may be a variety of implementation options used to achieve the management goals described in the Plan. 2017 Management Plan for Legally-Designated Open Space Properties: The Plan provides guidelines for the management of the Picture Canyon Natural and Cultural Preserve ("Preserve"), rather than specific implementation measures. Remaining Challenges: All cultural sites have been identified and mapped. The only work remaining will be to designate prior to entry to avoid damage; anticipate no problem in completing this work.

Upload Budget : FLG_WFHF19_Budget.pdf

Upload Project Overview Map : Treatment Map_2019.pdf

Upload Project Detail Map (optional) : Picture Canyon Project Area.pdf

Upload CWPP Priority Documentation (optional) :

Upload Letters of Partner Support (optional) :

Average Score :

of Awards : 0

of Reviews : 0

of Denials : 0

Total Awarded Amount : 0.00

Created by : ecivisprod

Record ID # : 12451422

Last change : 2019-05-31T01:14:46+0000

Project: Picture Canyon Natural and Cultural Preserve

Total Project Budget (by expense type)				
Budget Detail	<u>Grant Share</u> (\$ Amount Requested)	<u>Match</u>		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$144,153	\$0	\$16,017	\$160,170
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$0	\$ 0
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$144,153	\$ 0	\$16,017	\$160,170

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</p> <p>Overall, this effort will cost \$750/acre to complete, resonable for hand-thinning ponderosa pine stands in our area.</p> <p>PROJECT LABOR is the majority of the overall cost of implementation. City Crew 1, our wildland fire crew, will conduct the thinning operations. Not inlcuded as part of this grant application are the following, which will be borne by the City using other funding sources:</p> <ol style="list-style-type: none"> 1) Wood removal/distribution - Where possible (access, terrain), wood will be made available as free firewood to the local residents, and will be administered by Crew 1. 2) Slash disposal - piled debris (limbs, tops, etc) will be allowed to dry on-site and burned at a later date by Crew 1 when conditions allow for good consumption, satisfactory smoke dispersal, and little/no risk of escape. Typically this requires sufficient snowfall to remain on-site for 48+ hours following ignition. <p>SUPPLIES are for chain-saw fuel and oil, chain, wedges, and other related operational expenses required to implement the work.</p> <p>OTHER is the City's approved Indirect Rate (6.76%).</p>	

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Detailed Work Plan

Flagstaff Fire Department – *Picture Canyon Natural and Cultural Preserve Hand-thinning Restoration Project*

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. The project area contains 200 acres of Picture Canyon Natural and Cultural Preserve within The *Flagstaff Watershed Protection Project* (FWPP) footprint. This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City, State federal lands. The vulnerability of wildfire damage for this site is well-known and understood, as is the need to conduct forest treatments to reduce those threats. We take our commitment to protecting our community from wildfire very seriously.

Project Tasks/Components –

- a) Planning and Oversight: Wildland Fire Management (WFM) Division of the Flagstaff Fire Dept (FFD) staff will be responsible for all phases, to include project boundary marking, stakeholder notification, prescription development, tree marking, site preparation, and reporting for all grant-funded operations.
- b) Financial Management: Stacey Brechler-Knaggs, City of Flagstaff Grants Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
- c) Field Treatment Work (cutting, processing, wood removal, debris piling): Work will be accomplished by WFM Wildland Fire Crew. In addition, volunteers may be utilized to clean-up and remove any excess wood not removed during vendor operations.

Outcomes - Specifically, this project will complete 200 acres of selective tree thinning and debris disposal within the Picture Canyon Preserve prioritized areas pre-identified to this grant on the east side of Flagstaff (see map). The overall goal is to reduce/eliminate excessive and overly-dense natural fuels, to minimize ladder fuels, thereby lowering the risk of future wildfire hazard fuels and insect infestations. To facilitate this work, we have conducted an active and on-going outreach effort working with Picture Canyon Natural & Cultural Preserve Stakeholders, Flagstaff Sustainability, and the Picture Canyon Working Group.

Map Note: (200 acres delineated for this grant) Attached.

SCHEDULE:***Project Deliverables -***

<u>CY</u>	<u>Qtr</u>	<u>Activity</u>	<u>Reporting</u>
2020:	1st	<ul style="list-style-type: none"> • Conduct meeting for pre-identified and signed up stakeholders (prior to grant cycle) of planned process for eligibility and path forward for completion • Finalize details and agreement with DFFM • Council agenda meeting for approval of funds • Begin site visit and setup, assessment for vegetation management (200 acres target) 	<ul style="list-style-type: none"> • Qtr report to DFFM
2020	2nd	<ul style="list-style-type: none"> • Continuation of site setup and site assessment (200 acre target) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
	2 nd -4 th	<ul style="list-style-type: none"> • Begin selective tree thinning and debris disposal operations by WFM staff (Aproximately 75-100 acres targeted) • Provide quarterly reports and status updates to stakeholders 	<ul style="list-style-type: none"> • Qtr report to DFFM
2021	1 st & 2 nd	<ul style="list-style-type: none"> • Continue selective tree thinning and debris disposal operations by WFM staff (Aproximately 25 acres targeted) • Provide quarterly reports and status updates to stakeholders 	<ul style="list-style-type: none"> • Qtr report to DFFM
	3 rd	<ul style="list-style-type: none"> • Continue selective tree thinning and debris disposal operations by WFM staff (Aproximately 75-100acres targeted) • Provide project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
	4 th	<ul style="list-style-type: none"> • Complete any remainder selective tree thinning and debris disposal operations (Approximately 25 acres or less) • Provide quarterly reports and status updates to stakeholders • Close-out project and final reporting 	<ul style="list-style-type: none"> • Final Report to DFFM

Project Support -

<u>Fiscal Year</u>	<u>Qtr</u>	<u>Activity</u>
2020	1st	<ul style="list-style-type: none"> • Publicize via Dept's Web Page and Social Media networks. • Establish agreement and status update to City Council & key cooperators/partners
	2-4th	<ul style="list-style-type: none"> • Provide status update to City Council and key cooperators/partners • Conduct field tours as necessary; and

		<ul style="list-style-type: none"> • Publicize via Dept's Web Page and Social Media networks.
2021	1st-2nd	<ul style="list-style-type: none"> • Brief City Council and key cooperators/partners; • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects
	3 rd -4th	<ul style="list-style-type: none"> • Publicize via Dept's Web Page and Social Media networks.

BUDGET:

Please review Project Budget Worksheet (attached).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, protect key infrastructure, neighborhoods, and natural resources, and enhance community well being and partnerships.

For more information on our program, visit www.flagstaffaz.gov/wildlandfire

For more information on the FWPP, visit www.flagstaffwatershedprotection.org

Project: Picture Canyon Natural and Cultural Preserve

Total Project Budget (by expense type)				
Budget Detail	<u>Grant Share</u> (\$ Amount Requested)	<u>Match</u>		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$135,000	\$15000	0	\$150,000
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$0	\$ 0
Other:	\$9,153	\$1,017	\$0	\$10,170
TOTAL:	\$144,153	\$16,017	\$ 0	\$160,170

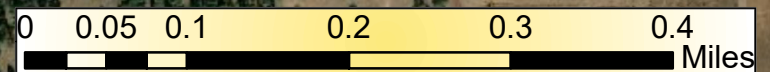
Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</p> <p>Summary - Total project is for \$160,170 with 90% (\$144,153) coming from this grant; the remaining required match (\$16017) will be provided by a “hard” match from the City as shown above:</p> <p>Labor– Based on other similar projects in our area, we anticipate planning, oversight, and treatment work (selective tree felling operations) as follows –</p> <p style="padding-left: 40px;">~632 hrs x 14 crew members x ave \$17/hr/person= ~\$150,000.00</p> <p>Other: Indirect - The total direct costs of \$150,000 of the project will be charged the city's FY19 6.78% (when the grant application was submitted) indirect cost rate which totals \$10,170. 90% of this amount (9153\$) will be contributed by the grant funds, the other 10% (1017\$) will be direct match from the city's FWPP bond to fund the indirect costs - grant tracking, monitoring, administration to include payroll, etc.</p> <p>*No grant funds will be allocated for any outreach for this project.</p> <p>**Post-cutting debris disposal operations will occur by piling and burning on-site (not part of this grant cycle and to be paid for by non-grant/city funds). Thereafter, broadcast burning operations (not a part of this grant request) will occur on a repeated 7-15 year cycle in order to keep fuels in a managed state, extend the effectiveness and life-cycle of the grant-funded treatment, and provide the ecological beneficial effects of frequent, low-intensity fire.</p>	



FFD Grant Tracking

200.21 acres

Areas by Funding Source
WFHF 19



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions”. When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
 - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter	Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:				
Submittal Date:				

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)	<input type="checkbox"/>
---	--------------------------

Use the following sections to describe activities for this quarter and for the overall project status.
Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name:

Total Grant Amount:

Total Match Required:

Grant Expiration/End Date:

(Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration			
Personnel			
Contracted Services			
Supplies			
Other			
Other			
Other			
Volunteer time	N/A		
In-Kind Contributions	N/A		
Total:			

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature

Title

Date

SIGNATURE LINE STATEMENT(Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF
SIGNING IN A REPRESENTATIVE CAPACITYDATE SIGNED
(MM-DD-YYYY)



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

7. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Manager
Co-Submitter: Emily Markel
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Approval of Contract: Approval to purchase and upgrade to a Voice over Internet Protocol (VoIP) phone system for the Flagstaff Police Department in the amount of \$135,534.73.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the VOIP System and upgraded wiring in the amount of \$135,534.73, plus applicable sales tax, from Extreme Integration purchasing agreement with the Mohave Cooperative Contract 16B-EXTR-0723.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Flagstaff Police Department's phone system will no longer be supported after January 1st, 2020. The system is 29 years old and out of date. The Coconino County Information Technology Department is advising our system is susceptible to hacking and will no longer be supported by Microsoft, because it is still running on a virtual maintenance server running on Windows XP platform and cannot be updated. If this purchase is approved, we will upgrade our phone system to be the same as the Coconino County Sheriff's Department as well as the same system the City of Flagstaff is utilizing.

Financial Impact:

One-time cost of \$135,534.73, plus applicable sales tax. The FY 2019-2020 budget appropriation for this purchase is in account 001-04-061-0221-2-4343. This cost has been approved by the City of Flagstaff Budget Team. The system will also require a yearly maintenance fee and the police department already has an established account for phone maintenance.

Policy Impact:

None.

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

Strategic Plan: Provide Exceptional Service: Provide employees tools, training and support.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the VoIP purchase and upgrade.
2. Do not approve this purchase and continue using our existing phone infrastructure system until it fails or we are removed offline by the County.

Background/History:

Our current analog phone system was purchased in 1990 and brought over from the police department on Beaver Street and installed in the current building in 2000 when the building was completed. The phone system is supported by Coconino County and Coconino County Sheriff's Office Information Technology Department under the Co-Location Agreement. The Sheriff's Office upgraded its phone system in 2018 to a digital Voice Over Internet Protocol System (VoIP). The Flagstaff Police Department requested our phone system be upgraded in the FY 2019 and FY 2020 budget. Due to other pressing priorities, there were no resources available to be put towards the phone upgrade. We were informed by Coconino County Information Technology Department our system is now a liability to the County Network and would be taken off-line if it is not upgraded. We scheduled a follow-up meeting with our budget team informing them of the needed expense. The department explained to the Budget Team that without the upgrade we will have a catastrophic failure or be taken offline. This is the system that enables employees to have a phone line and voicemail capability to be contacted by employees or the community. This system is different and not related to the 911 Communications Center.

The County Central Information Technology Department changed leadership and they are now concentrating on limiting security vulnerabilities. Our outdated phone system has been identified as one of the larger vulnerabilities to the entire County system. We have also learned that our phone system runs off the Windows XP Platform, which has been outdated and will no longer be supported by Microsoft come January 1st. Microsoft is not supporting operating systems older than windows 10. Due to the age of the system, it cannot be upgraded to run on a more recent windows platform unless we move to a new system.

Key Considerations:

The VoIP system cost to upgrade will be \$135,534. This will include 116 new phone lines, new desktop telephones, new licenses, ports, switches, connectors, cables, security, and other electronic phone related items. The County has graciously offered to let us share their phone servers, which will be an estimated savings of \$50-60,000.00 to the City. The total amount requested for this expenditure is \$135,534.73, plus applicable sales tax. The Police Department currently does not have a revenue stream to pay for this upgrade, however, we will purchase and locate funds within our budget to purchase this fiscal year utilizing 001-04-061-0223-2-4231.

Expanded Financial Considerations:

There will be an on-going maintenance fee for the performance and infrastructure stability which will help to keep our system in compliance with security vulnerabilities.

Community Benefits and Considerations:

The new system will allow us to continue our exemplary customer service by having a phone system to communicate with the public and other police department employees for non-emergency calls.

Community Involvement:

None.

Expanded Options and Alternatives:

- Choose not to upgrade the system, which may lead to the system crashing or being taken offline by the county administrators to keep the system secure.

Attachments:

[Co-op Contract](#)

[Quote 1 of 2](#)

[Quote 2 of 2](#)

[Mohave Contract Information](#)

[Mohave Contract](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-75

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Extreme Integration, an Arizona Limited Liability Company ("Contractor").

RECITALS:

- A. Contractor has a Local Government Purchasing Cooperative Contract 16B-EXTR-0723 with Mohave Cooperative to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

BUSINESS EDITION 6000 PHONE SYSTEM

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment: Payment to the Contractor for the materials and or services provided shall be one hundred thousand thirty-five five hundred and thirty-four dollars and seventy-three cents **(\$135,534.73)** plus applicable sales tax made in accordance with the price list and terms set forth in the Agency Contract.
- 4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
- 6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Extreme Integration, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
(Attached 2 Proposals)

EXHIBIT B
AGENCY CONTRACT

Mohave Cooperative 16B-EXTR-0723 Information(attached)
Mohave Cooperative Contract (attached)



4657 East Cotton Gin Loop - Phoenix, Arizona 85040 -
Phone: 480-998-0555 - Fax: 480-998-0564

Quotation

Date	Quote #
08/15/19	EXTQ17470-03

Customer: Flagstaff Police Department
Jennifer Brown
911 E Sawmill Road
Flagstaff, AZ 86001

Phone: (928) 556-2305
Fax:

Ship To: Coconino County Sheriff's Office
Doug Townsend
911 E Sawmill Road
Flagstaff, AZ 86001

Phone: (928) 226-5106
Fax:

Mohave Contract #16B-EXTR-0723
USAC SPIN #43022005

Terms	Rep	P.O. Number	Ship Via
Due Upon	anelson		

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
		Cisco Business Edition 6000 Phone System SO and PD		
1		Flagstaff PD	\$103,870.86	\$103,870.86
	ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10		
	NIM-4FXS	4-Port Network Interface Module - FXS, FXS-E and DID		
	NIM-4FXO=	4-port Network Interface Module - FXO (Universal		
	CP-7841-K9-RG=	(116) Cisco UC Phone 7841 Referb		
	CP-8811-K9=	(5) Cisco IP Phone 8811		
	CP-8832-K9	Cisco 8832 Base/Control Panel for North America		
	BE6K-UCL-VM	(207) Cisco Business Edition 6000- Voicemail/Unified Messaging Lic		
	BE6K-UCL-BAS	(20) Cisco Business Edition 6000 - Basic User Connect License		
	BE6K-UCL-ENH	(122) Cisco Business Edition 6000 - Enhanced User Connect License		
	ATA191-K9	(2) UC 2 Port Analog Telephone Adapter		
	VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64		
	C9200L-48P-4X-E	(7) Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials (Stacking Cables included)		



Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
	9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license		
	SFP-10G-SR-X=	(14) 10GBASE-SR SFP Module for Extended Temp range		
	A-LAB-00347	Customer Loyalty Discount		
	A-LAB-11117	Configuration and Installation		
1	100-Training-Credits	Expires in 1YR (Team Captain Required)	\$0.00	\$0.00
1	A-LAB-00122	Cabling Credit	\$2,500.00	\$2,500.00
SmartNet 1YR				
122	CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance	\$20.40	\$2,488.80
20	CON-ECMU-UCMUCBAS	SWSS UPGRADES BE6K UCM 10X Basic U	\$12.75	\$255.00
207	CON-ECMU-UCN10XVM	SWSS UPGRADES BE6K - Unity Connect	\$7.65	\$1,583.55
1	CON-SSSNT-ISR4331V	SOLN SUPP 8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic P	\$731.85	\$731.85
1	CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice	\$403.75	\$403.75
Scope: Replace Existing 7 PD switches with new 9200's Install phones for PD running on Sheriff Servers Replicate existing call flow for PD				
			SubTotal	\$111,833.81
			Sales Tax	\$8,048.58
Authorized Approval and Acceptance to Order and Invoice			Total	\$119,882.39
Date				

Quote Assumes:

- Standard rack mounting of switches
- Power and cooling is provided and available
- Standard IP only protocol is being used





4657 East Cotton Gin Loop - Phoenix, Arizona 85040 -
Phone: 480-998-0555 - Fax: 480-998-0564

Quotation

Date	Quote #
10/21/19	EXTQ18864

Customer: Flagstaff Police Department
Jennifer Brown
911 E Sawmill Road
Flagstaff, AZ 86001

Phone: (928) 556-2305
Fax: (928) 226-5102

Ship To: Coconino County Sheriff's Office
Doug Townsend
911 E Sawmill Road
Flagstaff, AZ 86001

Phone: (928) 226-5106
Fax:

Mohave # 16B-EXTR-0723

Terms	Rep	P.O. Number	Ship Via
Due Upon	anelson		

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
		Coconino Sheriff's Cabling		
1	A-LAB-11117	Extreme Cabling Runs	\$15,652.34	\$15,652.34
		Scope:		
		1- Install one (1) category 6, four pair, CMP, UTP cable to 30 locations Cables will terminate on cat 6 jacks in a surface mount box and at the equipment end on any open port in existing panels		
		2- Install a new 6 strand OM3 50/125 MM from MDF/Server room to 4 IDF closets fiber will terminate with LC connectors on new rack Mounted LIUs loaded with LC inserts at all IDF/MDF locations.		
		3- All data drops will be clearly and professionally labeled with matching labels at faceplate and patch panel.		
		4- We will need to have an escort with us during the entire install to have access to IDFs and all secured areas		



Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
			SubTotal	\$15,652.34
			Sales Tax	\$0.00
Authorized Approval and Acceptance to Order and Invoice Date			Total	\$15,652.34

Please contact me if I can be of further assistance.



Contract Number: 16B-EXTR-0723

Vendor Website: <http://extremeintegration.net>
Vendor Contact: Kara Lang

Phone: 480-682-1329

Email: klang@extremeintegration.net
Products or Services: Extreme Integration, LLC provides Cisco, Ascom and Cisco Meraki products for telecommunication systems.

Excluded Items: The following related stand-alone specialty electronic systems, products and services may not be offered on this contract, as Mohave has separate contracts for specialty electronic systems:

- Electrical wiring and power installation that requires an Arizona Registrar of Contractors' A-17 or L-11 electrical license.
- Construction services, of any type.
- Intercom, paging, master-clock, fire alarm, security and similar communication systems.
- CCTV systems.
- Audio equipment, video equipment, computers, computer peripherals and software not directly related to a local area network (LAN) or telecommunication infrastructure being purchased or previously installed.
- Long distance carrier contracts or Internet Service Provider contracts.
- Cellular phone service or cellular phones.

P.O. Address: Extreme Integration, LLC
Sean Moore
4657 E. Cotton Gin Loop
Phoenix AZ, 85040

Remit To: Extreme Integration, LLC
ATTN: Sean Moore
4657 E. Cotton Gin Loop
Phoenix AZ, 85040

Effective Date: 07/23/2016

Renews: July 23

Final Expiration: 07/23/2021 – *Maximum term. May be earlier if contract is not extended at annual renewal. Verify on Mohave's website.*

Contract Specialist: Maria Brissette, CPPB (Contact the Contract Specialist with contract inquiries.)

Phone: 928-718-3237
Email: maria@mesc.org

Procurement Specialist: Veronica Escobedo (Contact the Procurement Specialist with order inquiries.)

Phone: 928-718-3207
Email: veronica@mesc.org

Pricing: Discount off of MSRP

Volume Discount: N/A

Shipping: Included

Perf/Pay Bond: N/A

Admin Fee: Mohave's 1% administration fee is included in the vendor's price. Vendor will remit administration fee to Mohave.

Ordering Information: This is a standard order contract. Make your purchase order out to Extreme Integration, LLC and send to Mohave for review.

Resources:

Mohave Website: www.mesc.org

Resources:

Contract Documents: [Contract Documentation](#)

Mohave's Pricing: [Contract Pricing](#)



16B-EXTR-0723 Extreme Integration, LLC Award, Extension, and Amendment Documents

16B-EXTR-0723 Award Letter	2
16B-EXTR-0723 Offer and Acceptance Form	5
16B-0322 Signed Award Recommendation	6
16B-0322 Evaluator Agreements	9
16B-EXTR-0723 Federal and State Excluded Parties Documents	12
16B-EXTR-0723 Contract Extension Documents	15
16B-EXTR-0723 Contract Amendments	25

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

July 19, 2016

Sent this day via email to sean@extremeintegration.net

Sean Moore, CEO
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Congratulations, Extreme Integration, LLC's response has been awarded a contract under RFP 16B-0322, Telecommunication Systems. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Extreme Integration, LLC. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 16B-0322 was made available for public inspection on July 15, 2016.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to nancy@mesc.org.

Your contract number is 16B-EXTR-0723 and will take effect on July 23, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Sincerely,

Nancy L. Colbaugh, CPPB
Contracts Specialist I

NOTES ON AWARD FOR: Extreme Integration, LLC

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #16B-EXTR-0723.
- Send requests for pricing updates to Nancy Colbaugh – nancy@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Extreme Integration, LLC.
 2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to Extreme Integration, LLC.
 3. Extreme Integration, LLC provides product/services.
 4. Extreme Integration, LLC invoices member.
 5. Member pays Extreme Integration, LLC.
 6. Extreme Integration, LLC sends Usage and Reconciliation Report to Mohave.
 7. Extreme Integration, LLC remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a reconciliation report detailing activity under the contract, and payment for Mohave administration fees. Your report is due on the 25th of each month. These reports will detail activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. **Mohave's Audit Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- Items in the reconciliation report must include member names, PO numbers, invoiced amounts, administration fees, invoice numbers, and credit/return information for all invoices paid and credits issued in the prior month. **You may submit alternate reports (different format, different field names, etc. from what is contained in the sample reconciliation report provided by Mohave's Audit Specialist), as long as the required information is provided.**
- If no invoices were paid under the contract in the previous month, you must send an email to adminreport@mesc.org advising of no sales to report for the month.
- Your Procurement Specialist will be contacting you once orders have been processed under your contract. They will discuss the Open Order Report and Status Report requirements with you at that time.
- Administration fee payments should be mailed to:

Mohave Educational Services
625 E. Beale St.
Kingman, AZ 86401
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to July 23, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before July 23, 2016. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until July 23, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to July 23, 2016 **is a violation of the contract.** Please ensure that your staff is aware of the effective date July 23, 2016, in order to avoid contract confusion.

NOTES ON AWARD FOR: Extreme Integration, LLC

- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- A representative of Mohave will be contacting your firm to set up a time for training for new vendors. This training is called "Mohave 101" and takes approximately 90 minutes. This training can be provided in person, or teleconferenced. All staff that provides support for the Mohave contract should be included in this training.
- You will be provided access to pricing and contract documentation regarding your new contract through our website. In order to access that information, you will need to submit a user name and password that will be assigned to the contract. **Email this information to nancy@mesc.org no later than July 22, 2016.**
- We will feature marketing information about your contract in the product vendor finder on our website. That information should be kept to a 150-200 word description that best describes the benefits your company can provide to our members through your Mohave contract. This description should give a brief overview for members who may be accessing information about your contract. Mohave reserves the right to edit information for content or length. **Email this information to nancy@mesc.org no later than July 22, 2016.**
- Provide an electronic copy of your company logo that we will include on our website, in the product vendor finder. Mohave will insert a clickable link from your logo that will take members directly to your contract information. Vector point files are highly recommended (.ai or .eps files). However, a large hi-resolution (150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will suffice. Please provide any necessary agreement that may apply for our use of your logo on our website. **Email this information to nancy@mesc.org no later than July 22, 2016.**
- The insurance certificate provided with your proposal did not list our agency's correct corporation name. Please provide a current insurance certificate naming Mohave Educational Services Cooperative, Inc. as the certificate holder. **Email this information to nancy@mesc.org no later than July 22, 2016.**
- A PDF copy of your pricing was provided in your best and final offer for Summary Sections 1-3 and Summary Sections 4-7. However, Mohave is requesting you provide your firm's best and final offer pricing for Summary Sections 1-3 and Summary Sections 4-7 in Excel format to be used under your awarded contract. **Email this information to nancy@mesc.org no later than July 22, 2016.**

**Offer and Acceptance Form
(Place after Tab 1a)**

**RFP 16B-0322
Telecommunication Systems**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number: 860987094

Company Name: Extreme Integration, LLC

Address: 4657 E Cotton Gin Loop City: Phoenix State AZ Zip 85040

Telephone Number: 480-998-0555

The Offer and Acceptance Form should be submitted with a signature of the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the Offer And Acceptance Form, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature 

Printed Name: Sean Moore Title CEO

Primary Email sean@extremeintegration.net Alternate email support@extremeintegration.net

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Acceptance of Offer and Contract Award (Mohave Only)


Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 16B-EXTR-0723

Awarded this 15th day of July 2016.

This contract shall be effective this 23rd day of July 2016.


Anita McLenore, Interim Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

Date: July 15, 2016

To: Anita S. McLemore, C.P.M., Interim Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Nancy L. Colbaugh, CPPB, Contract Specialist I

Subject: Award Recommendation for RFP 16B-0322, Telecommunication Systems

On April 26, 2016, Mohave received sixteen responses to RFP 16B-0322. Thirteen were determined to be acceptable for further consideration after the initial evaluation.

The offers were evaluated using the criteria set forth in the solicitation. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Nancy Colbaugh	Mark DiBlasi	Shawnee Hess	Average Rank	Total Points (Tie Breaker)
NVision Networking, Inc.	2	1	5	2.67	
Extreme Integration	1	5	4	3.33	273.60
Logicalis, Inc.	3	4	3	3.33	273.13
Trans-West Network Solutions	4	2	7	4.33	269.61
Wilson Electric Services Corp, dba Netsian Technologies Group	5	7	1	4.33	267.52
Premise One, LLC	6	6	2	4.67	
Copper State Communications	7	3	6	5.33	
TB Consulting, LLC	8	9	8	8.33	
Sentinel Technologies, Inc.	9	8	11	9.33	
Aspen Communications	10	10	9	9.67	
Jive Communications	11	11	10	10.67	
Crexendo	12	12	12	12.00	
ShoreTel, Inc.	Determined to be non-responsive after review of best and final offer (See pages 2 and 3 for details)				

Details for the recommended awards are as follows:

- NVision Networking, Inc. (NVision) was the number one overall scoring offer. NVision was the number one scoring Cisco offeror and the sole offeror providing Atlas/IED. NVision offers VoIP and PBX systems with hosted solutions.
- Extreme Integration was the number two overall scoring offer after using total points to break a tie with the number scoring three offeror (Logicalis, Inc.). Extreme Integration is the sole offeror providing Ascom. Extreme Integration was the number one scoring offer for Cisco Meraki and the number two scoring offer for Cisco. Extreme Integration offers VoIP and PBX systems with hosted solutions.
- Logicalis, Inc. (Logicalis) was the number one scoring offer for Avaya; the number two scoring offer for Cisco Meraki, and the number three scoring offer for Cisco. Logicalis had the largest number of manufacturers offered of those recommended for award. They have a large installed base of equipment and services statewide. Logicalis offers VoIP and PBX systems with hosted solutions.
- Trans-West Network Solutions (Trans-West) was the number one scoring offer for Mitel and the number three scoring offer for Cisco Meraki. Trans-West has a large installed base of equipment and services statewide. Trans-West offers VoIP and PBX systems with hosted solutions.
- Wilson Electric Services Corp, dba Netsian Technologies Group (Netsian) was the sole offer providing NEC. Netsian offers VoIP and PBX systems with hosted solutions.

RFP 16B-0322 Award Recommendation

- Premise One, LLC was the sole offer providing Allworx; the number four scoring offer providing Cisco and Cisco Meraki. Premise One, LLC had the second largest number of manufacturers offered of those recommended for award. They offer VoIP and PBX systems.
- Copper State Communications (Copper State) was the sole offer providing ShoreTel and Toshiba. Copper State was the number two scoring offer for Avaya. Copper State has a large installed base of equipment and services statewide. Copper State offers VoIP and PBX systems with hosted solutions.

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at telecommunication systems. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for telecommunication system projects.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing telecommunication systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under RFP 11D-0506 expire on July 22, 2016. It is recommended the awards under RFP 16B-0322 takes effect on July 23, 2016.

It is the recommendation of the evaluation committee that contracts be awarded to NVision Networking, Inc.; Extreme Integrations; Logicalis, Inc.; Trans-West Network Solutions; Wilson Electric Services Corp, dba Netsian Technologies Group; Premise One, LLC and Copper State Communications for Telecommunication Systems.

Not recommended for award after scoring

Aspen Communications – Their proposal received a lower score than the other offeror representing Mitel. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

Crexendo – Their proposal received a lower score than the other offerors providing VoIP and cloud hosted services. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

Jive Communications – Jive Communications' best and final offer was received after the due date and time. Jive Communications pricing information contained in their initial proposal was used for price comparison and scoring purposes. Their proposal received a lower score than the other offerors providing VoIP and cloud hosted services. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

Sentinel Technologies, Inc. – Their proposal received a lower score than the other offerors representing Cisco and Cisco Meraki. Sentinel Technologies, Inc. did not offer non-VoIP solutions. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

TB Consulting, LLC – Their proposal received a lower score than the other offerors representing Avaya. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal

Not recommended for award after receipt of Best and Final Offers

ShoreTel, Inc. – ShoreTel was determined to be non-responsive after review of their best and final offer. ShoreTel did not respond to Mohave's request to provide three reference letters, as required in the RFP and later requested in the best and final offer. ShoreTel was requested to state their understanding and agreement that all invoices would be issued by ShoreTel under an awarded agreement and not by their authorized resellers. ShoreTel reiterated that the authorized resellers would issue the invoices. While ShoreTel did agree to the RFP's order of precedence in their best and final offer, they did not address the individual terms and conditions issues in their agreements, as noted below:

- ShoreTel End User Terms of Services:
 - 1.1 Installation, Initiation and Services (1): Request of removal of the following, "*...any amounts payable in advance in accordance with the applicable Order Form*" from the term was not addressed.
 - 1.5 Suspension of Service: The request that this term be remove was not addressed.

RFP 16B-0322 Award Recommendation

- 3.2. Term of Services: The request for revision of the following, "*Customer shall have until the EOB on the date of expiration of the Initial Service Term to notify ShoreTel of its intention to renew the Services for an Additional Service Term*" was not addressed.
- 9. Confidentiality: Requested clarification that ShoreTel agree to state their agreement and understanding in writing that pricing will not be considered confidential was not addressed.
- ShoreTel End User License Agreement:
 - General: The request to revise their entire agreement language to include RFP 16B-0322, any best and final offers and member purchase orders was not addressed.
- ShoreTel Enterprise Support Terms & Condition Agreement:
 - 7.3 No Early Termination: The request to revise the term to include a non-appropriation clause was not addressed.
 - 12.1 Governing Law: The request to revise the governing laws from the State of California to the State of Arizona was not addressed.
 - 12.2 Entire Agreement: The request to revise the term to include RFP 16B-0322, any best and final offer, and member purchase order and to include language that the agreement does not supersede the RFP, any best and final offer and purchase order was not addressed.

Not recommended after Initial Evaluation:

BPG Technologies, LLC – BPG Technologies, LLC provided limited services for trenching and they did not offer any telecommunication systems.

CenturyLink Communications, LLC – CenturyLink's proposal contained eighteen unacceptable deviations to the General and Special Terms and Conditions; their proposal included additional language on the RFP's "Offer and Acceptance Form" pertaining to CenturyLink's Loyal Advantage Agreement which was unacceptable; their proposal contained unacceptable language in their legal notice; and their agreement contained eight unacceptable terms and conditions.

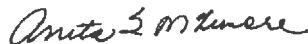
Simply Bits – Simply Bits did not offer Local Area Network making their offer a limited offer; their proposal contained two unacceptable deviations to the General Terms and Conditions; and their agreements contained eight unacceptable terms and conditions.

Approval of the #16B-0322 award as recommended:



Signature: _____
Mark DiBlasi, CPPB
Contracts Manager

Date: 7/15/16



Signature: _____
Anita S. McLemore, C.P.M.
Interim Executive Director

Date: 7/15/16

MOHAVE RFP 16B-0322 EVALUATOR AGREEMENT

NAME Mark DiBiasi TITLE Contract Manager
EMPLOYER MESC PHONE _____
ADDRESS _____

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

Please read the following statements duplicated from the RFP prior to evaluation:

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

NOTE: Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. Your signature below indicates understanding that we may publicly recognize your help with the evaluation process. If you do not wish to be thanked in this manner, please indicate that below.

Please check one of the following:

☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature

Date

4/20/16

Signature by Mohave:

[Signature]

MOHAVE RFP 16B-0322 EVALUATOR AGREEMENT

NAME Nancy Colbaugh TITLE CSI
EMPLOYER MESG, Inc PHONE 928-753-6945
ADDRESS 625 E. Beale Street Kingman AZ 86401

Statement of Understanding

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☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature Nancy Colbaugh Date _____

Signature by Mohave:

John C. Winter

MOHAVE RFP 16B-0322 EVALUATOR AGREEMENT

NAME Shawnee Hess TITLE Procurement Specialist
EMPLOYER 625 E Beale St PHONE 928.718.3207
ADDRESS Kingman, AZ 86401

Statement of Understanding

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Please check one of the following:

☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature Shawnee Hess Date 5.28.16

Signature by Mohave:

John C. Smith

SAM Search Results
List of records matching your search for :

Search Term : Extreme* Integration*
Record Status: Active

No Search Results

[State Agencies](#)[State Services](#)[Search az.gov](#)

State Procurement Office

THE ONLINE HOME OF THE ARIZONA STATE PROCUREMENT OFFICE

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State Procurement Activities

IN ACCORDANCE WITH ARS 41-753, NOTICE OF SIGNIFICANT PROCUREMENT ROLE ACTIVITIES CURRENTLY...

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Procurement Opportunities

PROCUREAZ - STATEWIDE, MULTI-AGENCY AND AGENCY SOLICITATION NOTICES POSTED WITHIN THE STATE'S...

[READ MORE](#)

Suspended and Debarred Firms

[Procurement Resource Library](#)[Procurement Regulations](#)[Standard Procedures](#)[Forms and Documents](#)[Suspended and Debarred Firms](#)

Resources

State Procurement Resource Library
Agency Procurement Authority
Professional Services
Compliance

Suspended and Debarred Firms

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

There are No Suspended or Debarred firms at this time.

ProcureAZ Help Desk Support

602-542-7600

ProcureAZ Phone Support - Monday thru Friday 8:00am to 5:00pm. Voicemail is available at other times.

Please feel free to email the help desk and specify the issue in the subject area.

procure@azdoa.gov

Arizona's eProcurement System
and Vendor Registration



Compliance Hotline

Procurement
Compliance Hotline 



THE ONLINE HOME OF THE ARIZONA STATE
PROCUREMENT OFFICE

Contact Us

State Procurement Office, ADOA Building

100 N. 15th Ave., Suite 201

Phoenix, AZ 85007

[View in Google Maps](#)

phone: 602-542-5511

fax: 602-542-5508





16B-EXTR-0723

Contract Extensions



7/8/2019

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Kara Lang
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

RE: Contract # 16B-EXTR-0723 modification of contract through an extension of contract is made by, and between, Extreme Integration, LLC and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 16B-EXTR-0723 for a period of one (1) year, beginning 7/23/2019. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Extreme Integration, LLC agrees to provide products or prices as per 16B-0322.

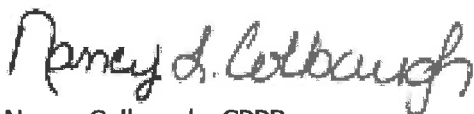
By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Director of Procurement

Typed/Printed Name Kat Bell Date 7/8/19

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.



Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 7/23/2019, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 7/23/2019, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/23/2019 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Discount off of MSRP. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/23/2020.

☒ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Remit to: Extreme Integration, LLC
Accounts Receivable
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Member Contact: Kara Lang
Contract Administrator: Kara Lang
Phone Number: 480-682-1329
Fax Number: 480-998-0564

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extreme Integration designs customized solutions that converge voice, video, and wireless into a seamless network. Our approach is to positively impact your business using new technology to increase productivity, save time, and save money.

Our goal is to become your solution partner, not just another vendor. At Extreme Integration we seek to establish **long-term partnerships** and help you grow your business. As your solution partner, we can help you solve short and long-term network challenges. We can anticipate your needs, and we are committed to **responding quickly** to your requests. Our business philosophy is to maintain the highest standard of customer service. After all isn't that what a partnership is all about?

Our team is comprised of factory trained **engineers** and project managers. Extreme offers 24/7 support, 365 days a year.

Our professional services include:

- VoIP Telephony
- Video Conferencing & Telepresence
- Wireless Voice Communications
- Wireless LAN solutions
- Network Infrastructure
- Strategic Network Planning
- Call Center Application & Call Manager
- Data Center & Long-Term Storage

To ensure the quality of our networking systems, we partner with some of the finest technology providers in the industry. Visit our partners page for more information.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at maria@mesc.org or phone 928-718-3237.



7/9/2018

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Danine Smith
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

RE: Contract # 16B-EXTR-0723 modification of contract through an extension of contract is made by, and between, Extreme Integration, LLC and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 16B-EXTR-0723 for a period of one (1) year, beginning 7/23/2018. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Extreme Integration, LLC agrees to provide products or prices as per 16B-0322.

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature *Kat Bell* Title Director of Procurement
Typed/Printed Name Kat Bell Date 7/9/18

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

Nancy D. Colbaugh

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401
Phone 928-718-3228
Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 7/23/2018, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 7/23/2018, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/23/2018 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Discount off of MSRP. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/23/2019.

✓ ____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Remit to: Extreme Integration, LLC
Accounts Receivable
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Member Contact: ~~Bonnie Mathison~~ Kat Bell
Contract Administrator: Danine Smith
Phone Number: 480-998-0555
Fax Number: 480-998-0564

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

~~(Page 2 of 3)~~

This is page 3 of 3.
(mtb)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extreme Integration designs customized solutions that converge voice, video, and wireless into a seamless network. Our approach is to positively impact your business using new technology to increase productivity, save time, and save money.

Our goal is to become your solution partner, not just another vendor. At Extreme Integration we seek to establish **long-term partnerships** and help you grow your business. As your solution partner, we can help you solve short and long-term network challenges. We can anticipate your needs, and we are committed to **responding quickly** to your requests. Our business philosophy is to maintain the highest standard of customer service. After all isn't that what a partnership is all about?

Our team is comprised of factory trained **engineers** and project managers. Extreme offers 24/7 support, 365 days a year.

Our professional services include:

- VoIP Telephony
- Video Conferencing & Telepresence
- Wireless Voice Communications
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- Strategic Network Planning
- Call Center Application & Call Manager
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To ensure the quality of our networking systems, we partner with some of the finest technology providers in the industry. Visit our partners page for more information.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at maria@mesc.org or phone 928-718-3237.



6/19/2017

Extension of Contra (Page 1 of 3)

Danine Smith
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

RE: Contract # 16B-EXTR-0723 Extension of contract Agreement made by, and between, Extreme Integration, LLC and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 16B-EXTR-0723 for a period of one (1) year, beginning 7/23/2017. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Extreme Integration, LLC agrees to provide products or prices as per 16B-0322.

We desire to **extend** the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature Bonnie Mathison Title Sales Director
Typed/Printed Name Bonnie Mathison Date 6/21/17

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Extreme Integration, LLC
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Remit to: Extreme Integration, LLC
Accounts Receivable
4657 E. Cotton Gin Loop
Phoenix, AZ 85040

Member Contact: Bonnie Mathison
Contract Administrator: Danine Smith
Phone Number: 480-998-0555
Fax Number: 480-998-0564

If both pages of this notice are not received at Mohave's Kingman office on, or before, 7/23/2017, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 7/23/2016, email or fax a notice of your request to cancel the contract to contracts@mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/23/2016 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Extension of Contract

(Page 2 of 3)

Pricing Update

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Bm Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 07/23/2018.

Bm Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

Bm We are requesting a price adjustment. A price list/catalog will be submitted by 7/12/17. (Insert Date)

Bm We will provide new price list(s)/catalog(s) by 7/12/17. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

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Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

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16B-EXTR-0723

Contract Amendments



Mohave Contract
16B-EXTR-0723

Extreme Integration, LLC
Via Email

May 16, 2017

Agreement To Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements, Mohave is amending its existing contracts. Please review, initial next to each requirement, sign the bottom of the amendment and return to Mohave no later than June 16, 2017.

The Terms and Conditions of your contract have been modified as follows:

A. Anti-Lobbying Certification: In accordance with the Federal Acquisition Regulation, 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

MS

Initial Agreement as the Authorized Representative of the Contract Vendor

- B. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:** Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

MS

Initial Agreement as the Authorized Representative of the Contract Vendor

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org



C. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (I) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

DMS Initial Agreement as the Authorized Representative of the Contract Vendor

D. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

DMS Initial Agreement as the Authorized Representative of the Contract Vendor

E. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

DMS Initial Agreement as the Authorized Representative of the Contract Vendor

F. Subcontracts: Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

DMS Initial Agreement as the Authorized Representative of the Contract Vendor

Failure to sign and return EDGAR amendment by close of business on June 16, 2017 may result in your contract being placed on hold or canceled.

Amendment will take effect July 1, 2017.

Danine Smith
Danine Smith
Extreme Integration, LLC

Dated 5/17/17

Anita McLemore
Dated May 16, 2017
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.



Mohave Contract
16B-EXTR-0723

Extreme Integration, LLC
Via Email

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "*prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.*"

The Terms and Conditions of your contract have been modified as follows:


5. CERTIFICATION

By signing the amendment below, offeror certifies the following:

- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.


Karen Hewitt
Extreme Integration, LLC

Dated 9/10/16


Dated September 6, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: James Huchel, Wastewater Manager
Co-Submitter: Brad Hill
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Approval of Contract: Approve the award of the cooperative contract to Revolution Industrial, LLC for the repair/replacement of both the primary tank weir supports and the grit tank pipeline at the Wildcat Hill Water Reclamation Facility. The cooperative is through The City of Phoenix (#144421-0), awarded to Revolution Industrial, LLC.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative contract with Revolution Industrial, LLC for the repair/replacement of the primary tank weir supports and the grit tank pipeline in the amount of \$152,143.35; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

City of Flagstaff Wildcat Hill Water Reclamation Plant needs these repairs completed immediately because both the primary tank weir brackets and the grit pipeline have corroded over the years and are now at a point of near failure or portions have already failed. Continued corrosion of this equipment could lead to a catastrophic emergency event and the wastewater treatment process could be lost. The new brackets will be replaced utilizing stainless steel and have a life expectancy of 20+ years. The new grit pipeline will be glass-lined and will not have the same corrosion issue with a life expectancy is 30+ years.

Financial Impact:

The project was not a budgeted expense. Staff is proposing to utilize funds that were previously allocated in Program 3204 Energy Efficiency, the Wildcat Blowers Replacement Project, Acct 203-08-375-3204-0-4463 with a budget appropriation for FY2019-20 of \$497,815). This energy efficiency project has been put on hold at this time due to challenges identified during project scoping that significantly increased project costs.

Policy Impact:

No Impact

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

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this item.

Options and Alternatives:

- 1.) Approve the award of the cooperative contract as recommended
- 2.) Reject the award of the cooperative contract and perform a formal solicitation

Background/History:

The primary brackets support weirs which is how effluent water leaves the primary treatment process. Hydrogen Sulfide gas that is in this area, when mixed with water creates sulfuric acid. The support brackets are now at a point of failure, which would be catastrophic because of the potential to lose the wastewater treatment process.

The grit pipeline was replaced 12 years ago utilizing a non-glass lined pipe. Over the past 12 years, the grit has eroded the inside of the pipe.

Key Considerations:

Both of these issues are critical to the operation at Wildcat Hill. A failure of either processes could lead to a treatment failure on a downstream process and/or a critical failure of a process.

Community Benefits and Considerations:

These repairs will ensure that these units stay online over the life of these system allowing staff to continue treatment as the facility was designed.

Community Involvement:

N/A

Attachments: [Primary Tank Weir Bracket](#)
 [Grit Piping](#)
 [CoF Coop Contract](#)
 [Exhibit A1](#)
 [Exhibit A2](#)
 [City of Phoenix coop contract](#)





COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-82

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Revolution Industrial, LLC, an Arizona Limited Liability Company ("Contractor").

RECITALS:

- A. Contractor has a Local Government Purchasing Cooperative Contract 144421-0 with the City of Phoenix to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process (IFB 17-FSD-080); and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

WELDING AND METAL FABRICATION

A. ANGLE BRACKET HANGERS & ANGLE TOP BRACKET SUPPORTS

B. GRIT LINE REPLACEMENT

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Payment: Payment to the Contractor for the materials and or services provided shall be one hundred thousand fifty-two one hundred and forty-three dollars and thirty-five cents **(\$152,143.35)** made in accordance with the price list and terms set forth in the Agency Contract and specifically defined in Proposals #19-329.2.
- 4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Revolution Industrial, LLC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK and FEE (attached)

A. ANGLE BRACKET HANGERS & ANGLE TOP BRACKET SUPPORTS

Lump Sum Price of - \$77,023.90 (plus \$4,423.32 in taxes)

B. GRIT LINE REPAIRS REPLACEMENT

Lump Sum Price of - \$66,694.46 (plus \$4,001.67 in taxes)

C. TOTAL: \$152,143.35

EXHIBIT B
AGENCY CONTRACT

City of Phoenix Contract Number: 1444421-0 (attached)

Proposal #19-329.2

Revolution Industrial is pleased to present our proposal for:

Client: Flagstaff Water Services

Client Contact: Jim Huchel

Project: Angle Bracket Hangers & Angle Top Bracket Supports

This scope of work includes:

- Detail, Fabricate, and Deliver Angle Hangers
 - All material to be 316ss
 - Qty. 128
 - Delivery to site
- Detail, Fabricate, and Deliver Angle top support brackets
 - All material to be 316ss
 - Qty. 64
 - Delivery to site
- Installation of Angle Hangers
 - Remove and dispose of existing Hangers
 - Installation of new Hangers
 - Install (2) 5/8" bolts through bottom hanger plates w/ (2) 3/4" all thread through top support.
 - Qty. 128 Angle Hangers
- Installation of Angle top support brackets
 - Remove and dispose of existing Top supports
 - Installation of new top supports moved up 2" for new anchor holes in concrete
 - Drill and epoxy new 5/8" anchor bolts in place (total of 256)
 - Qty. 64 Angle top supports

Our price for this scope of work is as follows:

1. **Lump Sum Price of - \$77,023.90**
2. Taxes Not included in the above Price: - \$4,423.32

Clarifications:

- All work to be performed according to OSHA/MSHA and site-specific safety regulations.
- Quote valid for 30 days from date on proposal.
- 30% of contract value will be billed upon contract award for mobilization and to procure materials.

Exclusions:

- Any other item not specifically listed above
- Painting or coating
- Bonds and Permits
- Testing and Inspection
- Professional Engineering services and/or stamps



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- Electrical/ Utilities
- Blue stake/utility locating
- Delays in work caused by other trades
- Liquidated damage clauses
- Prevailing Wages
- Removal or disposal of hazardous materials or chemicals.

Sincerely,

Jesse Jackson - Estimator

C: 480.737.7030

Jesse@revolutionindustrial.com

STANDARD TERMS AND CONDITIONS

The foregoing Proposal is conditioned upon the Owner's acceptance of the following terms, which are incorporated into and made a part of the agreement between Owner and Revolution Industrial, LLC (the "Contractor"). The Proposal including these standard terms and conditions represent the complete, integrated agreement of the parties relating to the work.

1. **Scope of Work.** Contractor will perform the work specified on the Proposal. Any work not expressly set forth on the Proposal is hereby excluded. All work will be performed in a good and workmanlike manner. Contractor will utilize construction means, methods, techniques, sequences and procedures that comply with all applicable laws, building codes, and governmental rules and regulations.
2. **Payment.** Contractor shall be paid the price set forth on the Proposal in exchange for the performance of the work. Owner hereby agrees to pay the Contractor within thirty (30) days after receipt of an invoice from the Contractor. Invoices not paid within twenty-one days will bear interest at the rate of 1.5% per month until paid in full. No retention may be withheld by the Owner. Contractor will furnish lien release forms as required by Arizona law.
3. **Time.** Time is of the essence for the performance of each party's obligations under these terms and conditions. This Proposal expressly excludes the performance of all overtime or weekend work. In order to facilitate the timely performance of the work, Owner agrees to provide subcontractor access to the project site at the times designated by Contractor.
4. **Changes.** Contractor will not commence extra work outside the scope of the Proposal without the written approval of the Owner. All extra work will be invoiced to the Owner in accordance with Paragraph 2.0 above. Unless otherwise agreed to by the parties, work performed by the Contractor outside the scope of the Proposal will be paid for by the Owner on a time and material basis.
5. **Warranty.** Contractor hereby warrants that its workmanship will be free from defects, for a period of **one (1) year** from the date Contractor completes the work. Contractor does not warrant work done by others or pre-existing conditions. All manufacturer warranties for material or equipment furnished by the Contractor are hereby assigned to the Owner.
6. **Safety.** Contractor will provide for the protection and safety of its employees. Owner shall be responsible for the protection and safety of its agents, employees and separate contractors.
7. **Risk of Loss.** Contractor shall assume the risk of loss and damage for all materials and equipment stored on the project site prior to installation. Upon installation of the material and equipment, the responsibility for loss or damage will shift to the Owner.
8. **Permits, Fees, and Taxes.** Owner shall be responsible for the payment of taxes, permits, approvals, assessments, and charges required for the full performance of the work described in the Proposal.
9. **Insurance.** Contractor will purchase and maintain: (1) worker's compensation insurance, as required by Arizona state law, (2) commercial general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (3) automobile liability insurance, with a minimum limit of \$1,000,000 per accident. Contractor will be name the Owner as an additional insured on each of the foregoing policies and said insurance will be primary and non-contributory with respect to the insurance maintained by Owner. A certificate of insurance will be furnished to Owner upon execution of the Proposal.
10. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its respective agents, employees, members, officers, subsidiaries and affiliates for, from, and against all claims, demands, suits, actions, proceedings, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of the performance of any work performed by Contractor, but only to the extent such claim, damage, loss, cost, or expense results from the negligent acts or omissions of Contractor or anyone for whose acts Contractor may be liable. Nothing herein shall obligate Contractor to indemnify the Owner from the Owner's own negligence, errors, or omissions.



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11. **Mutual Waiver of Consequential Damages.** The parties hereto agree to mutually waive and discharge any liability to each other for any consequential damages or losses, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including, but not limited to loss of use, lost profits, or financing.
12. **Governing Law.** This Proposal shall be construed in accordance with and governed by the laws of the State of Arizona.
13. **Dispute Resolution.** Prior to the institution of legal proceedings, the parties shall attempt to resolve their dispute by non-binding mediation. The mediation shall be conducted by a mediator, selected by the parties, in Maricopa County, Arizona. If the parties cannot agree on the appointment of a mediator, the mediator will be selected in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall bear the expense of mediation, including the mediator's fee, equally. Any dispute not resolved through mediation shall be subject to the sole and exclusive jurisdiction of the superior court residing in Maricopa County, Arizona. The prevailing party in any litigation instituted after mediation shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

Execution of this Proposal is an acceptance and acknowledgement of the terms and conditions set forth in the preceding pages. Owner further acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted. Revolution Industrial, LLC is authorized to commence the work as specified.

Company: Revolution Industrial LLC

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Proposal #19-329.2

Revolution Industrial is pleased to present our proposal for:

Client: Flagstaff Water Services

Client Contact: Jim Huchel

Project: Grit Line Replacement

This scope of work includes:

1. Grit Pipe Demo:
 - Remove existing Grit pipe approx. 17' of 4"
 - Remove existing Grit pipe approx. 17' of 6"
 - Remove existing Grit pipe approx. 17' of 8"
2. Grit Pipe Install:
 - Install approx. 17' of 4" Owner furnished pipe
 - Install approx. 17' of 6" Owner furnished pipe
 - Install approx. 17' of 8" Owner furnished pipe
 - Furnish & Install all fittings & gaskets
 - Furnish & Install all grouting and supports

Our price for this scope of work is as follows:

1. **Lump Sum Price of - \$45,280.76**
2. Taxes Not included in the above Price: - \$2,716.85

All Material Included Option below:

3. **Lump Sum Price of - \$66,694.46**
4. Taxes Not Included in the above Price - \$4,001.67

Clarifications:

- All work to be performed according to OSHA/MSHA and site-specific safety regulations.
- Quote valid for 30 days from date on proposal.
- 30% of contract value will be billed upon contract award for mobilization and to procure materials.

Exclusions:

- Any other item not specifically listed above
- Painting or coating
- Bonds and Permits
- Testing and Inspection
- Professional Engineering services and/or stamps
- Electrical/ Utilities
- Blue stake/utility locating



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- Delays in work caused by other trades
- Liquidated damage clauses
- Prevailing Wages
- Removal or disposal of hazardous materials or chemicals.

Sincerely,

Jesse Jackson - Estimator

C: 480.737.7030

Jesse@revolutionindustrial.com

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7. **Risk of Loss.** Contractor shall assume the risk of loss and damage for all materials and equipment stored on the project site prior to installation. Upon installation of the material and equipment, the responsibility for loss or damage will shift to the Owner.
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10. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its respective agents, employees, members, officers, subsidiaries and affiliates for, from, and against all claims, demands, suits, actions, proceedings, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of the performance of any work performed by Contractor, but only to the extent such claim, damage, loss, cost, or expense results from the negligent acts or omissions of Contractor or anyone for whose acts Contractor may be liable. Nothing herein shall obligate Contractor to indemnify the Owner from the Owner's own negligence, errors, or omissions.



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12. **Governing Law.** This Proposal shall be construed in accordance with and governed by the laws of the State of Arizona.
13. **Dispute Resolution.** Prior to the institution of legal proceedings, the parties shall attempt to resolve their dispute by non-binding mediation. The mediation shall be conducted by a mediator, selected by the parties, in Maricopa County, Arizona. If the parties cannot agree on the appointment of a mediator, the mediator will be selected in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall bear the expense of mediation, including the mediator's fee, equally. Any dispute not resolved through mediation shall be subject to the sole and exclusive jurisdiction of the superior court residing in Maricopa County, Arizona. The prevailing party in any litigation instituted after mediation shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

Execution of this Proposal is an acceptance and acknowledgement of the terms and conditions set forth in the preceding pages. Owner further acknowledges that the above prices, specifications and conditions are satisfactory and are hereby accepted. Revolution Industrial, LLC is authorized to commence the work as specified.

Company: Revolution Industrial LLC

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



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**CITY OF PHOENIX
Procurement Division**

**INVITATION FOR BID
IFB 17-FSD-080 (MC)**

WELDING AND METAL FABRICATION - REQUIREMENTS CONTRACT

**CONTACT PERSON
Marsha Chavez
Contract Specialist I
602-256-5634
marsha.chavez@phoenix.gov**



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CITY OF PHOENIX
Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-7274

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SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- ☐ 1. All forms have been signed. All of Section V, Submittals, is included.
- ☐ 2. The prices offered have been reviewed.
- ☐ 3. The price extensions and totals have been checked.
- ☐ 4. Any required drawings or descriptive literature have been included.
- ☐ 5. The delivery information block has been completed.
- ☐ 6. If required, the amount of the bid surety has been checked and the surety has been included.
- ☐ 7. Review the insurance requirements, if any, to assure you are in compliance.
- ☐ 8. The specified number of copies of your offer has been included.
- ☐ 9. Any addenda have been signed and are included.
- ☐ 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- ☐ 11. The response will be mailed in time to be received no later than 1:00 p.m. local Arizona time.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

1. INTRODUCTION

The City of Phoenix invites sealed bids for welding and metal fabrication services for a one-year period commencing on or about January 1, 2017, in accordance with the specifications and provisions contained herein.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's e-Procurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's e-Procurement system.

3. SCHEDULE OF EVENTS

Questions Due Date: November 22, 2016 at 10:00 a.m.
Local Arizona Time

Bid Due Date: November 30, 2016 at 1:00 p.m.
Local Arizona Time

Bid Submittal Location: Phoenix City Hall
Public Works Department
Procurement Division
200 W. Washington Street, 7th Floor
Phoenix, AZ 85003

City reserves the right to change dates and/or locations as necessary.

4. INQUIRIES

All questions that arise relating to this solicitation shall be directed in writing to: Marsha Chavez at marsha.chavez@phoenix.gov. To be considered, written inquiries shall be received at the above email address by the date and time listed in the Schedule of Events above. When necessary, inquiries received will be answered in an addendum and published on the Procurement Website.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and any/all associated from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling the procurement officer or picking up a copy during regular business hours at the City of Phoenix Public Works Department, Procurement Division, 200 W. Washington Street, 7th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

6. PREPARATION OF BID

6.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
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and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

- 6.2** It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.
- 6.3** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.
- 6.5** Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 6.6** If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Public Works Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.7** Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 6.8** Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
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7. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling the procurement officer. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

8. LICENSES

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

9. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

10. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City of Phoenix Public Works Department, time clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
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A preliminary bid tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Public Works Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.



SECTION I - INSTRUCTIONS

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The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

16. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for welding and metal fabrication services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Marsha Chavez, conducted in person at 200 W. Washington Street, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.



SECTION I - INSTRUCTIONS

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The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Public Works Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes



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this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"EPA"	Environmental Protection Agency
"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"FIS"	Federal Inspection Services.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"Offer"	Means bid or quotation.
"Regular Dealer"	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
- A. Special terms and conditions
 - B. Standard terms and conditions
 - C. Statement or scope of work



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- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid

- 2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7 PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its



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bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training;



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including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Public Works Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract



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- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.



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- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Public Works Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Public Works Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.



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- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Public Works Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

- 6.1 TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
- 6.2 ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 6.3 GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair



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competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.
- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements



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for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.



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- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Public Works Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Public Works Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Public Works Director was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- 8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.



SECTION II - STANDARD TERMS AND CONDITIONS

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9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



SECTION III – SPECIAL TERMS AND CONDITIONS

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1. **AWARD**

The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.

2. **MULTIPLE AWARDS**

The City reserves the right to award to more than one (1) contractor. The City's decision to utilize multiple contractors shall be final and conclusive.

3. **OPTION TO EXTEND**

The City may, at its option and with approval of Contractor, extend the period of this contract up to four additional year(s), in increments of up to one year.

4. **METHOD OF ORDERING (PURCHASE ORDERS)**

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5. **METHOD OF INVOICING**

At a minimum the invoice must include the following: identify the City of Phoenix as the customer, the City issued PO number, the four (4) or six (6) digit City equipment number, the IFB or contract number, and a detailed description of work performed along with itemized parts and labor charges for each item repaired.

6. **INDEMNIFICATION:**

(VEHICLE-TRANSPORT-STORAGE-REPAIR)

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.



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These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Garage Liability (General Liability) - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

General Aggregate \$2,000,000
Premises and Operations \$1,000,000
Products – Completed Operations Aggregate \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000

Garage-keepers Liability:
Each Auto \$100,000
Each Occurrence \$1,000,000

Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit \$1,000,000

The policy shall be endorsed to include Garage-keepers Liability coverage.

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$100,000
Disease – Each Employee \$100,000
Disease – Policy Limit \$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.



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ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Officer, 200 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

7. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:



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- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

8. MISCELLANEOUS FEES

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

Labor rates (Shop and On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from "check in" and "check out" at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non City Business Hours: 5:01 p.m. to 5:59 a.m. non regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their bid response.

9. COOPERATIVE AGREEMENT

In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

10. PROCUREMENT REPORTS

Offeror shall submit quarterly reports in an electronic format acceptable to the City during the term of this contract and any extensions commencing one (1) month after start period. These reports are due by the 10th day of the month following the quarter. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Offeror will provide sample forms for approval by the City.

11. PERFORMANCE INTERFERENCE

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.



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Department Contact: Fleet Maintenance Superintendent Phone: (602) 261-8712

12. CONTRACTOR'S PERFORMANCE

Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify Contractor.

Contractor will have 24 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

The Contractor(s) will have a minimum of five (5) consecutive years in the related repair business and be completely familiar with the specified requirements and methods needed for proper performance of this contract.

13. EQUIPMENT/SAFETY

Contractor shall be responsible for providing and the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of Contractor's employees and the public is of prime concern to the City, and Contractor must take all necessary steps to assure proper safety during the performance of Contractor.

14. TYPES OF WORK SUPERVISION

Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with management personnel.

15. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

Contractor agrees that all contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at contractor's sole cost and expense as set forth in this section. The background screening provided by contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect contractor from any liabilities that may arise out of the contractor's services under this agreement or contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.



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16. **BACKGROUND SCREENING REQUIREMENTS AND CRITERIA**

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **Standard Risk**.

1. **Minimum Risk Level**

A minimum risk background screening shall be performed when the contract worker:

- (i) will not have direct access to City facilities or information systems; or
- (ii) will not work with vulnerable adults or children; or
- (iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

2. **Standard Risk Level**

A standard risk background screening shall be performed when the contract worker's work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

3. **Maximum Risk Level**

A maximum risk background screening shall be performed when the contract worker's work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

17. **TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS**

Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.



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18. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY

The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

19. CONTINUING DUTY; AUDIT

Contractor's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor's compliance with this section.

20. RESPONSE AND REPAIR TIME REQUIREMENTS

Service requests made by an authorized City of Phoenix representative must be acknowledged within two (2) hours and arrangements for repair made within twenty-four (24) hours by electronic communication.

The Contractor understands that the vehicles covered under this specification are critical to the City's fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed schedule.

Repairs shall be started within twenty-four (24) hours of approval. Repairs requiring more than two (2) business days will be brought to the attention of the City authorized representative, including an estimated date/time of completion.

The Contractor will provide a daily status report detailing accurate and complete services provided under this contract. The report shall be emailed daily by 4:00 p.m. to the Contact listed for each City Service Center.

21. EMERGENCY/EXPEDITED SERVICE

When required, emergency/expedited service requests made by an authorized City of Phoenix representative must be acknowledged within one (1) hour by electronic communication and arrangements for repair made within no more than five (5) hours.

22. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.



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23. BADGE ACCESS PROCEDURES

An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each contract worker (as defined herein) who is furnishing standard risk (as defined herein) or maximum risk (as defined herein) services under this agreement shall submit to the City of Phoenix, Banking and Cashiering Division, 305 W Washington Street, 1st Floor, Phoenix, AZ 85003-1611:

- (i) a fully completed and authorized City of Phoenix badge application form;
- (ii) a check in the initial badge fee amount listed below made payable to the "City of Phoenix"; and
- (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate.

After the receipt of the badge application and payment, the contract worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the contract worker satisfies the required background screening (as defined herein). The contract worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject contract worker's badge application shall be rejected.

24. KEY ACCESS PROCEDURES

If the contractor worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

25. STOLEN OR LOST BADGES OR KEYS

Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fee listed below prior to issuance of a new badge or key.

26. RETURN OF BADGE OR KEYS

All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day (excluding weekends and City holidays) of when the contract worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the contractor worker's services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

27. CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Contractor's default under this section shall include, but is not limited to, the following:

- (i) Contract worker gains access to a City facility(s) without the proper badge or key;
- (ii) Contract worker uses a badge or key of another to gain access to a City facility;
- (iii) Contract worker commences services under this agreement without the proper badge, key or background screening;
- (iv) Contract worker or contractor submits false information or negligently submits



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- wrong information to the City to obtain a badge, key or applicable background screening; or
- (v) Contractor fails to collect and timely return contract worker's badge or key upon termination of contract worker's employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor's failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars (\$1,000.00) department may insert other amount for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this agreement by contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

28. BADGE AND KEY FEES

The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to contractor.

Initial Badge Fee:	\$55.00	per application
Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

29. WARRANTY

All equipment supplied under this contract shall be fully guaranteed by the contractor for twelve (12) months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City. A "NO CHARGE" invoice will be provided for all warranty repairs detailing: failure, possible cause, parts descriptions and detail description of labor performed.

Warranty work requirements shall be performed by a technician on-site with a guarantee response time of two (2) hours, seven (7) days a week, twenty-four (24) hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

30. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor. Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City



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of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

31. **INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s); and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The complete equipment/material bid shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the offeror(s) shall so notify the City prior to the bid opening date.

22. **INSPECTION & ACCEPTANCE**

Each repair done under this Contract will be subject to a complete inspection by the City representative prior to acceptance. Inspection criteria will include, but not be limited to, mechanical integrity, quality, workmanship and materials, and invoice accuracy. The City will have (5) business days (excluding any City observed holidays) for this process.

If the repair is unacceptable, the Contractor will pick up the vehicle within twenty-four (24) hours of being contacted and will correct the deficiencies and return the equipment at no additional cost to the City. The City will be the sole determiner of acceptability. No invoices will be processed for payment until repairs are complete and acceptable.

23. **SAFETY, PRECAUTIONS, AND CLEANLINESS**

On a daily basis, Contractor shall keep the premises clean of all materials waste, debris, slag, and welding rods, etc. so that the workplace is free of any repair related debris. All possible safety hazards to workers or the public shall be corrected immediately and jobsite shall be left in a safe condition at the end of each workday. City representative will advise of disposal of any parts replaced during repair. Contractor shall dispose of these parts, if asked by City, at no extra cost to the City.

Contractor shall clean up, to the City's satisfaction, any spills or fluid waste left due to their work. Contractor shall advise the City representative of any hazardous or non-hazardous spills due to the cause of the repair or due to the repair work itself to determine best practices for cleanup and removal. At no time shall Contractor complete the work and leave a jobsite without notifying the City representative so City can determine best method and responsibility for cleanup.

Contractor(s) will perform these services in a safe manner for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.

Contractor(s) will be responsible for its employees for the execution of services.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

All repairs will be performed to manufacturer's and/or industry standards.

The Contractor(s) will always follow all local, county, state, and national regulations including OSHA, NFPA requirements, state, local and manufacturer operating procedures and generally accepted procedures for the type of equipment being repaired.

The Contractor(s) will be responsible for implementing all final settings and adjustments in accordance with manufacturer's/owner's/engineer's specifications.

24. ON-SITE PRACTICES

- A. Sandblasting and painting of entire containers shall be conducted at Contractor's place of business.
- B. Spot painting areas of repair shall be allowed on City property only if City on-site supervisor approves such work.
- C. On-site supervisor shall be responsible for clarifying allowed or disallowed practices on City property.

25. PROMOTIONAL PRICING

The Contractor(s) may offer sales promotions to the City at the Contractor(s) discretion, for specific services or groups of services within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Procurement Division
200 W. Washington Street
7th Floor
Phoenix, AZ 85003
Phone: (602) 256-5634

1. SCOPE OF WORK

The Public Works Department has the need for welding and metal fabrication services that extend beyond its staffing capacity for welding repairs on various types of City equipment, including but not limited to, refuse truck bodies, equipment trailers, bucket cutting edges and solid waste bins.

It is the intent of the City to solicit a firm that will provide welding and metal fabrication services specific to the repair of existing equipment, including but not limited to trash compactors, roll-off bins, front load containers, cutting edges, trailers, and refuse truck bodies. Contractor will furnish all labor, materials (including metal materials and plating (including AR400 steel), couplings, welding rods, gas(es), paint, primer, tools, equipment, transportation and site cleanup for the cleaning, sanding, painting, metal fabrication, welding, refurbishing, repairs, and bottom replacement of containers and other equipment as needed. Contractor shall perform all services at City facilities, unless otherwise requested, at the sole discretion of the City.

2. CONTRACTOR'S QUALIFICATIONS

The Contractor must employ a minimum of three (3) certified welders. Each welder will have a minimum of two years' experience. Unqualified employees are not permitted to provide assistance of any kind under this contract.

If the City determines for any reason, that the qualifications, actions or conduct of any particular Contractor(s) employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice, the Contractor will promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include; performing unsatisfactory services, poor customer service, interfering with operation of City fleet; or inappropriate behavior towards occupants, other Contractor(s) or Subcontractor(s).

Contractor(s) will provide all necessary parts, supplies and labor necessary to perform fleet repairs noted herein, in accordance with all the terms, provisions, and manufacturer's standards.

Repairs will be made at a City facility, unless otherwise approved by City staff.

Services will be performed in conformance with all provisions of this agreement, legal statutes, code requirements, industry standards, applicable OEM specifications, and Fleet Services Policies.

3. COMMON EQUIPMENT

1) Compactor Repairs

- Remove/Repair/Rebuild ground rollers, safety catches, nose cones, etc.
- Repair chutes and hoppers
- Painting
- Refurbishing
- Repair damaged hinges
- Welding repairs (front corners, etc.)
- General welding repairs

2) Kubota Tractor Repairs

- Remove/Replace bucket cutting blade
- Remove/Replace welding repairs



SECTION IV - SCOPE OF WORK

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- 3) Refuse Truck Body Repairs
 - General welding repairs
- 4) Equipment Trailers
 - Remove/Replace drop leg jack (jack supplied)
 - General welding repairs (cracked or broken frames, side rails, etc.)

4. **TRANSFER STATION REPAIRS**

- 1) Load Out Hopper
 - Remove damaged section and replace with same gauge material.
 - This area can only be accessed using a lift or scaffolding. Obtaining lifts or scaffolding is the responsibility of the Contractor. Because this area is accessed from the load out tunnel, the repairs are to be made without blocking the ability to use the other hoppers.
 - Repair work may need City representative approval/acceptance before leaving job site.
- 2) Tunnel Scales
 - Remove any damaged section and replace with same gauge material.
 - All repairs must be completed to manufacturer's specifications.
 - There are 36 Inspection covers and none of the covers are the same. Each will need to be measured and fabricated to fit each particular inspection port.
- 3) Electric and Diesel Excavators
 - Welding repairs may be needed for the following areas: body, frame, boom, stick and bucket.
 - Welding repairs are to return the equipment back to safe working order.
- 4) Loaders
 - Welding repairs may be needed for the following areas: windshield covers, lift arms, compartment doors, body and buckets including cutting edges, grapples.
 - Welding repairs are to return the equipment back to safe working order.
- 5) Drain grates
 - Remove, weld and replace any damaged drain grates using same design and gauge material.
 - If a drain grate needs to be removed for welding repairs to be completed, Contractor must secure the area with a road grate able to withstand the weight of the Transfer Station equipment or arrange to repair drain grates during off-work hours.

5. **CONTAINERS**

All equipment occasionally incurs metal damage that will require welding to return it to full working order.

Container Types and Sizes

FRONT LOAD CONTAINERS	ROLL OFF CONTAINERS
2 YARD	20 YARD
3 YARD	25 YARD
4 YARD	30 YARD
6 YARD	40 YARD
8 YARD	



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
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- The City owns approximately 1,500 front load binds and 200 roll-off bins, which have an average life cycle of approximately ten (10) years. Contractor shall ensure that all containers to be repaired are thoroughly cleaned inside and outside and allowed to dry before work begins. All loose paint, debris, stickers and rusted areas shall be thoroughly sanded and/or sandblasted. The insides of containers and the bottoms of lids shall be completely primed. The bottom outside of the container shall be completely primed. Any new metal shall be completely primed. The outside of the container, including the underside of lids and bottom shall be completely painted with high quality enamel paint. Primer and paint shall be evenly applied and free from runs. All slag from welding shall be removed prior to painting. The paint color is to be Desert Tan or Recycle Blue and must be approved by the City before painting begins. All paint must have guaranteed color retention for a minimum of five (5) years. All workmanship and additional materials must be guaranteed for a minimum of one (1) year. All work shall be executed in accordance with the best-recognized practices.
- Sheet metal replacement shall be made utilizing the largest sheet size possible to minimize seams.
- Repair and/or weld all metal sleeves, doors, rail rollers, and rail pins as needed. All welding repairs on the inside surfaces should have minimal seams and must be ground down to provide a smooth surface. All seams in floor surfaces must be parallel with the length of the unit. All grease zerk fittings will be replaced (when applicable).
- All broken, ripped or warped plastic lids must be replaced with new lids of like design repaired or replaced (when applicable).
- Hinge rods, washers, nuts and casters must be replaced with new products when lids are repaired or replaced (when applicable).
- Hinge rods, washers, nuts, and casters must be replaced with new products whenever lids are repaired or replaced.
- Ear tabs holding the hinge rods must be straightened, repaired/replaced and welded prior to painting.
- Bins may contain locking lid mechanisms, which must be repaired or replaced to return them to their original working condition.

Types of Services Required

Front Load Containers – Trash/Recycling

- a. Lid & lid assembly replacement
- b. Parts replacement
- c. Bottom replacements
- d. Heavy duty fabrications and repairs
- e. Prep, paint & minor repairs
- f. Fabricate & install gussets
- g. Move drain plugs
- h. Fabricate and install sliding door assembly
- i. Minor welding repairs (sleeves, hinges, patch holes)
- j. Major welding repairs (bottoms)

Roll-Off Containers – Trash/Recycling

- a. Floor rail repairs
- b. Door adjustments
- c. Welding, patching & repairs
- d. Prep, paint & minor repairs
- e. Re-adjust & repair rear doors



SECTION IV - SCOPE OF WORK

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- f. Modify & install locking bars
- g. Caster/Roller repairs
- h. Minor welding repairs (sleeves, hinges, patch holes)
- i. Major welding repairs (bottoms)

26. **GENERAL WELDING/REPAIRS**

There may be additional welding and repairs not outlined above.



SECTION V - SUBMITTAL

CITY OF PHOENIX
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Please submit one original and one digital Excel spreadsheet of the Submittal (Section V) as provided by the City. **Please submit only Section V, do not submit a copy of the entire document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

BID PRICE SCHEDULE

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)
1	<u>Standard Labor Rate*</u> The standard labor rate shall apply to all situations with the exception of emergency/expedited-based requests	HR/ PERSON	65	
2	<u>Emergency Labor Rate</u> This rate shall apply when expedited service is required	HR/ PERSON	78	
3	Paint compactor at Contractor's facility	EA.	1,620	
4	Repair/replace damaged hinges	EA.	110	
5	Repair/replace drop leg jack (jack supplied by City)	EA.	130	
6	Labor and materials to remove and replace <u>right and left hopper</u> to body transition corners using 3/16" AR400 Steel	S.F.	125	
7	Labor and materials to remove and replace <u>right and left hopper</u> to body transition corners using 1/4" AR400 Steel	S.F.	135	
8	Labor and materials to remove and replace <u>hopper wall</u> using 3/16" AR400 Steel	S.F.	125	
9	Labor and materials to remove and replace <u>hopper wall</u> using 1/4" AR400 Steel	S.F.	135	
10	Labor and materials to remove and replace <u>hopper floor</u> using 3/16" AR400 Steel	S.F.	125	
11	Labor and materials to remove and replace <u>hopper floor</u> using 1/4" AR400 Steel	S.F.	135	

Company Name Revolution Industrial

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Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)				
12	Labor and materials to <u>overlay packer snout</u> using 3/16" AR400 Steel	S.F.	125					
13	Labor and materials to <u>overlay packer snout</u> using 1/4" AR400 Steel	S.F.	135					
14	Remove and reinstall <u>packer follower panel</u> when required for other repairs	EA.	520					
15	Labor to remove and replace <u>packer follower panel</u> , rollers and axles	EA.	1990					
16	Labor to remove and replace packer blade	EA.	520					
17	Remove and replace packer blade wear strips, shoes and shims (4 shoes provided by City)	EA.	900					
18	Labor to remove, replace and install bronze wear strips on lift arm (6 supplied by City) performed at City facility.	EA.	900					
19	Labor to remove, replace and install bronze wear strips on lift arm (6 supplied by City) performed at City facility.	EA.	900					
20	Remove and replace hopper cover (cover supplied by City)	EA.	260					
21	Remove and replace bucket cutting edge (edge supplied by City) <i>bolted</i>	EA.	260					
22	Remove and replace tool shank (teeth and shanks supplied by City)	EA.	65					
23	Labor and material to repair damaged sections of hopper at City's Transfer Station using 1/2" AR400 Steel	S.F.	185					
24	Sandblast or wire brush entire front loader container (only) at Contractor facility	EA.	890					
25	Cleaning entire front loader interior (only) at Contractor facility	EA.		2	3	4	6	8
				110	110	166	220	330
26	Paint entire front loader container (interior and exterior) with enamel (only) at Contractor's facility - color to be determined by City	EA.		2	3	4	6	8
				750	750	750	900	1200

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Item No.	Description	Unit of Measure	Total Price Excluding Tax	Container Size (in Cubic Yards)				
				2	3	4	6	8
27	Labor to replace plastic lids on front loader containers	EA.		65	65	130	130	130
28	Parts and labor to replace rods, washers and nuts on front loader containers	EA.		65	65	130	130	130
29	Parts and labor to replace rods, washers & nuts and all lids (supplied by City) for the entire front loader container	EA.		65	65	130	130	130
30	Repair ear tabs holding hinge rods on front loader containers	EA.		65	65	130	130	130
31	Replace caster on front loader containers	EA.		65	65	130	130	130
32	Additional casters replaced at same time on front loader containers	EA.		65	65	130	130	130
33	Replace caster pad on front loader containers	EA.		65	65	130	130	130
34	Repair lid locking mechanisms on front loader containers	EA.		65	65	130	130	130
35	Replace lid locking mechanisms on front loader containers	EA.		65	65	130	130	130
36	Paint complete roll-off container with enamel (internal and exterior) at Contractor facility (only) – color to be determined by City.	EA.		20	25	30	40	
				4500	4500	6500	8500	
37	Labor to replace plastic lids for roll-off containers	EA.		20	25			
				880	880			

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38	Parts and labor to replace rods, washers and nuts	EA.		20	25		
				520	520		
39	Parts and labor to replace rods, washers, nuts, and all lids (supplied by City) for the complete roll-off container	EA.		20	25		
				1000	1000		
40	Repair ear tabs holding hinge rods for roll-off containers	EA.		20	25		
				260	260		
41	Cleaning entire interior of roll-off container at (only) Contractor facility	EA.		20	25	30	40
				460	460	590	700
42	Replace door latch hook for roll-off containers	EA.		20	25		
				260	260		
43	Replace cut notches for tie downs for roll-off containers	EA.		20	25		
				260	260		
44	Realign door hinges to allow door to close for roll-off bins	EA.		20	25		
				260	260		
45	Aluminum welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	85				
46	Stainless steel welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	95				
47	Titanium welding repair/fabrication performed (only) at Contractor facility. (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	165				
48	Other welding/repair services (includes all consumables, i.e., welding rods, gases, etc. when performing repairs.)	HR.	165				

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SECTION V - SUBMITTAL

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49	Materials shall be billed at net cost. Include a percentage allowed for overhead and profit. No mark-up of sales tax permitted. A copy of the itemized materials invoice from the supplier must be included with all billings for materials in order to verify mark-up.	EA.	15% (not to exceed 15%)
50	Rental mark-up of specialty equipment. (Only allowed with prior approval from City staff requesting services.) Payment for inactive use not permitted. Mark-up to include overhead and profit. No mark-up of sales tax permitted. A copy of the rental invoice from the supplier must be included with all billings for rentals in order to verify mark-up	EA.	10% (not to exceed 10%)
51	Subcontracted services (only with prior written approval from City staff requesting services) for repairs, installations, and emergency services for metal fabrication services should be billed at net cost. Include a percentage allowed for overhead and profit. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the subcontractor must be included with all billings for subcontracted services in order to verify mark-up	EA.	10% (not to exceed 10%)

1. **BID EVALUATION***

The bid will be evaluated on the standard labor rate. All other line items are ancillary and will be considered optional. Prices listed for the selected contractor(s) will become part of the contract and utilized as needed.

2. **PAYMENT TERMS**

Contractor offers a prompt payment discount of 0 % 30 days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

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SECTION V - SUBMITTAL

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3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name Jarrod Goodman
Telephone Number 623-980-4180
Alternate Contact Kyle Sargent
Telephone Number 480-550-1189

4. YEARS IN BUSINESS AND REFERENCES

Contractor certifies that Revolution Industrial has provided complete
(Company Name)

Welding and metal fabrication services listed in this solicitation for a period of 5
years. (number of years)

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for welding and metal fabrication services.

Company Name JBS
Address 661 S. 91st Ave 85353
Reference Nick Rodina
Telephone Number 785-304-5193
Email address Nick.Rodina@jbssa.com

Company Name Freeport McMoran
Address 4240 US 60
Reference Robert Schneider
Telephone Number 928-701-7422
Email address rschneid@fmi.com

Company Name Felix Construction
Address 11140 N. 136th Ave. 85379

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Reference

David Gianetto

Telephone Number

480-464-0011

Email address

daridg@felixconstruction.com

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SECTION VI - ATTACHMENTS

CITY OF PHOENIX
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OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 2066 1288
Use Tax No. for Out-of State Suppliers NA
City of Phoenix Sales Tax No. 100 365 29

Taxpayer's Federal Identification No. : If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I - INSTRUCTIONS - CITY'S REGISTRATION)	<u>0003514089</u>
---	-------------------

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Kyle Sargent 11/30/16
Authorized Signature Date
Kyle Sargent Project Manager
Printed Name and Title

Company Name Revolution Industrial
Address 6793 W. Willis Rd
City, State and Zip Code Chandler, Az 85226
Telephone Number 480-550-1189
Email Address kyle@revolutionindustrial.com

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SECTION VI - ATTACHMENTS

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ACCEPTANCE OF OFFER


The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.


City Clerk

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager


John Trujillo, Public Works Director

Approved as to form this 19 day of November, 2014

Awarded this ____ day of _____, 2016.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



CITY CLERK DEPT.
2017 JAN 30 AM 8:42

Company Name _____

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SECTION VI - ATTACHMENTS

CITY OF PHOENIX
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Attachment A

CITY FACILITIES

Desert Horizon Police Precinct	16030 N 56th St, Scottsdale, AZ 85254
Union Hills Service Center	138 E Union Hills, Phoenix, AZ 85024
Salt River Service Center	3045 S 22nd Ave Phoenix, AZ 85009
Black Mountain Police Precinct	33355 N Cave Creed Rd, Phoenix, AZ 85331
Cactus Park Police Precinct	12220 N 39th Ave, Phoenix, AZ 85029
Central City Police Precinct	1902 S 16th St, Phoenix, AZ
Maryvale Police Precinct	6180 W Encanto Blvd, Phoenix, AZ
Police Southern Command Station	3443 S Central Ave, Phoenix, AZ 85040
Fire Resources Center	2625 S 19th Ave, Phoenix, AZ 85009
North Gateway Transfer Station	30205 N Black Canyon HWY, Phoenix, AZ 85085
South Mountain Police Precinct	400 W Southern Ave, Phoenix, AZ
22nd Avenue Service Center	2441 S 22nd Ave, Phoenix, AZ 85009
Glenrosa Service Center	4021 W Glenrosa Ave, Phoenix, AZ 85019
Okemah Service Center	3828 E Anne St, Phoenix, AZ 85040
27th Avenue Solid Waste Management Facility	3060 S 27th Ave, Phoenix, AZ 85009
SR 85 Landfill - Public Works	28361 W Patterson Rd, Buckeye, AZ 85326

Company Name _____

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91st Avenue Treatment Plant

5615 S 91st Ave, Tolleson, AZ 85353

Mountain View Police Precinct

2705 E Maryland Ave, Phoenix, AZ 85016

Company Name _____

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CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Todd Hanson, Solid Waste Section Director
Co-Submitter: Emily Markel
Co-Submitter: Emily Markel
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Approval of Contract: Approve the award of the cooperative purchase contract to Toter, LLC for the purchase of residential trash and recycle containers through the City of Tucson Cooperative Contract No. 1717171-01.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative contract with Toter, LLC for the purchase of 312 - 96 Gallon Trash and 312 - 96 Gallon Recycle containers in the amount of \$33,927.20; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

With this agenda item, staff recommends the City Council approve the purchase of 312 trash and 312 recycling containers from Toter, LLC, in the amount of \$33,927.20. The purchase of the containers will allow for the delivery of containers to new customers and replacements for lost, stolen or broken carts. These carts are the same containers that have been purchased in recent years. By purchasing the same containers, it will ensure the continuity of parts such as lids, lid pins, wheels, and axles that are needed to be stocked for repairs. This fiscal year there was a previous purchase of \$34,929.12 for carts. This new purchase requested under the current cooperative purchase contract will raise the total amount spent with Toter, LLC this fiscal year to \$68,856.32.

Financial Impact:

Previous purchase of 624 residential trash and recycling containers: \$34,929.12
Purchase of additional 624 residential trash and recycling containers: \$33,927.20
Total year to date FY 2019-20 purchases from Toter, LLC: \$68,856.32

The total FY 2019-20 budget for these containers: \$97,350

Payment to the Contractor for the materials and/or services provided not to exceed one hundred and ninety-two thousand, one hundred and fifty dollars (\$192,150) per fiscal year; made in accordance with the price list and terms set forth in the Agency Contract.

Policy Impact:

None

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

Council Goals-ENVIRONMENTAL & NATURAL RESOURCES

Actively manage and protect all environmental and natural resources.

REGIONAL PLAN-NATURAL ENVIRONMENT

Environmental Planning & Conservation

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the award of the cooperative purchase contract as recommended; or
2. Reject the award of the cooperative purchase contract and perform a formal solicitation

Background/History:

The City has used Toter, LLC for bin purchasing for several years. The City of Tucson Cooperative has helped keep the costs of the purchases at a fiscally responsible level.

Expanded Financial Considerations:

This cooperative purchase contract covers the City's purchases to a fiscally responsible level as the prices of the petroleum used to create the containers rise and fall. The pricing is kept competitive and accessed to ensure a respectable price at the time of purchase.

Attachments: [Pictures](#)
 [CoF Cooperative Contract](#)
 [Attachment A - Quote](#)
 [Attachment B- RFP City of Tucson](#)
 [Attachment B - Offer and Acceptance](#)
 [Extension of Tucson Contract](#)

Toter®

Built for Extremes®



EXPERIENCED ★ FOCUSED ★ TRUSTED

TOTER COOPERATIVE CONTRACT
#171717

TOTER COOPERATIVE CONTRACT #171717

With National IPA, competitive, large volume pricing is right at your fingertips.



ABOUT NATIONAL IPA

National IPA is a national cooperative purchasing organization that works with public agencies – including government, educational institutions and non-profit agencies – who competitively solicit national contracts for aggregated use to streamline the purchasing process. To learn more, visit toter.com/national-ipa.

ADVANTAGES OF USING NATIONAL IPA

- No cost for eligible organizations to participate with National IPA (eligible organizations include government, educational institutions and non-profit agencies).
- Cooperative contracts are competitively solicited on participants' behalf, saving time and money.
- Contract process has already been conducted by a government agency, so organizations realize tremendous savings (versus sourcing their own products)



TOTER COOPERATIVE CONTRACT #171717

The City of Tucson, AZ has publicly solicited and awarded to Toter, LLC a cooperative purchasing agreement (Contract #171717) for **Toter refuse containers, related waste, and recycling products**. This cooperative purchasing agreement is available to public agencies and non-profit entities nationwide via National Intergovernmental Purchasing Alliance (National IPA).

Effective February 1, 2018 through January 30, 2023





TWO-WHEEL CURBSIDE COLLECTION CARTS

- EVR II and EVR I carts available in 16, 21, 24, 32, 35, 48, 64 and 96-gallon sizes are compatible with automated and semi-automated lifters for garbage, recycling, organics and yard waste collection with an industry-leading 12-year body warranty.
- Available in a variety of colors, custom hot stamps, graphics and RFID tags
- Nestable design allows fully assembled carts to be stacked inside one another for delivery efficiencies, reduced labor, and reduced delivery expense.
- Bear-Tough carts provide unmatched resistance to chewing and clawing, protecting both bears and humans. Now available in 32-gallon size.
- Service options for cart assembly and delivery, and full service cart maintenance available



ORGANIC CURBSIDE COLLECTION OPTIONS

- 2-gallon kitchen collector organics bins are equipped with top and bottom hand grips for easy dumping, a snap tight lid, a wall mountable design and a locking seal to prevent odors. These bins are dishwasher safe, which makes them easy to clean.
- 13-gallon organics bins are designed for collection with large handles at a comfortable height and heavy-duty wheels for easy transport to the curb. Featuring a latch and animal lock, it keeps away pesky predators.
- 21, 32, and 48-gallon organics automated collection carts are specifically designed to withstand heavy, wet organic waste with heavy-duty load ratings, and optional animal resistant locks.



FEL COLLECTION OPTIONS

- Standard FELs are available in 2, 3, and 4-cubic-yard sizes
- Organics FELs are specifically designed for heavy, wet organic waste with a leak-proof design, locking lid, and built-in drain plug. Available in 2 or 3-cubic-yard sizes. The 3-cubic-yard organics standard model includes a solid lid with trap door, steel fork pockets, and steel runners. Also available with 2 swivel/ 2 rigid casters, steel lift pockets or with plastic lift pockets, and steel runners.
- Quieter, rust-resistant and corrosion-proof containers last up to three times longer than steel containers and require no painting.
- Lighter weight and easier to maneuver than conventional steel containers.



LIFTER OPTIONS

- TrimLift is a slim profile lifter designed to fit rear-load and side-load applications.
- HighLift is a durable lifter designed to fit rear-load and side-load applications.
- EconoLift is a low-maintenance, low-cost lifter designed to fit most rear loaders.

CART MAINTENANCE SERVICE

Complete segment added to provide maintenance services on carts when the municipality has cart brands other than Toter (mixed brands of carts).

Toter products are manufactured with a stress-free Advanced Rotational Molding™ process that provides superior product durability for long life. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection.

AVAILABLE CART COLORS

Toter carts are available in a variety of colors. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping carts looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*NON STANDARD COLORS AVAILABLE AT AN ADDITIONAL CHARGE



Toter[®]

Built for Extremes[®]

COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-91

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Wastequip, LLC, a Delaware Limited Liability Company (DBA Toter, LLC) ("Contractor").

necessary

RECITALS:

- A. Contractor has a contract with the City of Tucson to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

PURCHASE OF RESIDENTIAL TRASH AND RECYCLE CONTAINERS

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided not to exceed One hundred and ninety-two thousand, one hundred and fifty dollars **(\$192,150) per fiscal year**; made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Toter, LLC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

City of Tucson Contract RFP No. 171717-01 (attached)

Offer and Acceptance and Contract Amendment (attached)

NEW!! WASTEQUIP MUNICIPAL FINANCE PROGRAM

Equipment loans/lines of credit at competitive rates*.

Up to 100% financing on new equipment purchases. Terms up to 10 years.

For details call: Will Kessler · Phone: 717-377-2312 · Email: wkessler@wastequip.com

*Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Sell To:

Contact Name	David Atherton	Ship To Name	City of Flagstaff
Bill To Name	City of Flagstaff	Ship To	3200 West Route 66
Bill To	211 W Aspen Ave Flagstaff, AZ 86001-5399 USA		Flagstaff, AZ 86001 USA
Email	datherton@flagstaffaz.gov		
Phone	928-699-8579		
Mobile	(928) 699-8579		

Quote Information

Salesperson	Maribel Ramos	Created Date	1/17/2020
Salesperson Email	mramos@wastequip.com	Expiration Date	2/16/2020
Salesperson Phone	(323) 477-4555	Quote Number	WQ-10140977
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (709) Bluestone ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in ---Lid Hot Stamp Insert - Read from Street (Existing) in ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	\$44.53 cart \$0.50 BHS BS \$0.25 Lid HS \$0.75 RFID \$1.00 granite	312.00	\$47.03	\$14,673.36
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (149) Dark Gray Granite ---Lid Color - (145) Midnight Gray ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar	\$44.53 cart \$0.50 BHS BS \$0.25 Lid HS \$0.75 RFID \$1.00	312.00	\$47.28	\$14,751.36

		and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	granite \$0.25 145 gray lid			
--	--	--	-----------------------------------	--	--	--

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$29,424.72
Shipping Terms	FOB Origin	Shipping	\$1,801.00
		Tax	\$2,701.48
		Grand Total	\$33,927.20

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 11-1-2019 through 1-31-2020. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 171717

PROPOSAL DUE DATE: Monday, July 24, 2017 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: REFUSE AND RECYCLING CONTAINER
SOLUTIONS AND RELATED PRODUCTS,
EQUIPMENT AND SERVICES

PRE-PROPOSAL CONFERENCE DATE: Thursday, July 6, 2017

TIME: 10:00 A.M. LOCAL AZ TIME

LOCATION: City Hall, Procurement 6th Floor Conference Room,
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: Jeffrey Whiting
TELEPHONE NUMBER: (520) 837-4123
Jeffrey.Whiting@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****ALERT****

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: Friday, June 23, 2017

INTRODUCTION

The City of Tucson ("City") is soliciting proposals from qualified firms to provide **REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES**.

Requirements and qualifications are defined in detail in the Scope of Services section of this Request for Proposal (RFP). The City seeks a firm that can supply refuse containers and related products and services. The successful firm should have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City of Tucson anticipates spending approximately \$5,000,000.00 over the full potential Master Agreement term for five years. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Refuse and Recycling Container Solutions and Related Products, Equipment and Services purchased under the Master Agreement through National IPA is approximately \$50 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

SCOPE OF WORK

Although this section reflects the needs and the requirements for the City of Tucson, National IPA Participating Agencies will have different requirements. The awarded vendor may offer comprehensive refuse and recycling container solutions and related products, equipment and services nationally.

The terms "container" and "hardware" are defined as a complete unit including a full lid assembly.

The City's primary needs are high quality plastic refuse 48, 65, and 95-gallon containers (measured in U.S. liquid gallons) for manual and/or automated curbside waste and recycling; however, other types of containers offered in other sizes, related products and equipment may also be incorporated into any resulting contract.

The specifications below list general requirements; however, exceptions and/or variations thereto that do not compromise overall quality and functionality will be considered. It is recognized that Participating Agencies may have different requirements pertaining to logos, artwork, identification, etc. The intent of this contract is to allow for flexibility for Participating Agencies to customize containers specific to their needs.

I. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS

1.1 Offerors should meet the minimum qualifications:

1.1.1 Be an authorized distributor or manufacturer.

1.1.2 Have a distribution model capable of delivering products nationwide.

1.1.3 Have a demonstrated sales presence.

1.1.4 Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

1.1.5 Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

1.2 USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the quantity and description of items purchased under this Contract.

2. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES

2.1 The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

2.2 CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. WARRANTY

3.1 All containers and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material

workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If, at any time during the warranty period, a defect should occur with any container, the container shall be replaced by the Contractor at no cost or obligation to the buyer.

3.2 Offeror expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City of Tucson.

3.3 Container or lid failures during the warranty period shall constitute failure of the container, and require replacement with a new and complete container (including shipping and assembly), at no cost to the City of Tucson. The determination of failure will be at the sole discretion of the City of Tucson.

3.4 Warranty replacement will be due to the City within 60 days from the time the City submits the claim.

3.5 Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

3.6 A defective container is any container that:

3.6.1 Does not continuously perform in the intended manner as set forth in the scope of work (including smooth maneuverability).

3.6.2 Does not comply with the minimum design requirements of the scope of work.

3.6.3 Does not continuously perform in the intended manner within the warranty period.

3.7 Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced at no cost to the City of Tucson. All costs associated with the replacement of such defective containers shall be borne by the Contractor. In the event that containers or any component parts have been manufactured or supplied to the Contractor by a subcontractor or assembled or delivered by a subcontractor, the City of Tucson shall consider the Contractor as the manufacturer regarding product liability.

3.8 Contractor shall not be responsible for loss, damage or destruction caused by fire, vandalism or theft after the containers have been delivered and accepted.

3.9 The City will hold all defective containers taken out of service (which will be submitted for warranty at a later date) for fourteen (14) calendar days. If desired, It will be the Contractor's responsibility to either schedule a site visit, no more than bi-weekly, to view damaged containers, or to arrange for bi-weekly pickup of containers at no cost to the City.

3.10 The contractor will be held accountable for actual costs incurred by the City associated with replacing damaged or defective containers not replaced by the contractor within the allotted time according to section 3.4 above causing the City of Tucson to replace the container on their own.

4. CATALOGS

4.1 Within 10 days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

4.2 Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

II. PRODUCT REQUIREMENTS

1. PRODUCTS

1.1 REFUSE CONTAINERS

A complete and comprehensive line of new containers of the latest design and technology to include, but not be limited to, 48, 65 and 95 gallon.

1.2 RECYCLING CONTAINERS

A complete and comprehensive line of new containers of the latest design and technology to include, but not be limited to, 48, 65 and 95 gallon.

1.3 BALANCE OF LINE

Each offeror may offer their balance of line for other related products. The City reserves the right to accept or reject any or all balance of line items offered.

2. REPLACEMENT PARTS

2.1 Containers shall be furnished complete with all hardware needed for assembly and use. An additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs. The following are considered replacement parts: wheels and assemblies, lids and assemblies, and all associated fasteners and brackets. **All container components shall be obtainable by the City without the requirement to purchase or obtain a complete new container.**

2.2 Replacement parts shall be labeled and separated.

3. CURRENT PRODUCTS

3.1 All products being offered in response to this solicitation and labeled as new shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

4. PRODUCT/RECALL NOTICES

4.1 In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.

5. PRODUCT STANDARDS AND GUIDELINES

5.1 Containers must meet all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307 and ANSI specification Z245.30-1999, Appendix D

III. SERVICE REQUIREMENTS

The City is interested in evaluating the following categories of value-added services for inclusion in this contract. The categories include, but are not limited to the following.

1. FINANCING

1.1 Financing options available such as lease programs and conditional sales contracts.

2. DELIVERY

2.1 For City of Tucson purchases, containers shall be delivered to various City of Tucson locations. All deliveries shall be made to a predetermined address within the time allotted. The Contractor shall be required to give the City of Tucson a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity of units to be delivered. The contractor will unload and assemble all containers at time of delivery.

The following documents are due upon delivery to the City or participating agency:

2.1.1 M.S.O. (Manufacturer Statement of Origin)

2.1.2 Warranty document

2.1.3 Required manuals

3. CUSTOMER SUPPORT SERVICES

3.1 The policies on replacements, returns, restocking charges, after hour's service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

IV. TECHNICAL REQUIREMENTS

1. CAPACITY

1.1 Ninety-five (95) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 95 gallons.

1.2 Sixty-five (65) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 65 gallons.

1.3 Forty-Eight (48) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 48 gallons.

2. FINISH

2.1 Interior surfaces should have a smooth high gloss finish without pockets or obstructions that may hinder dumping of refuse. Exterior surface should be textured non-slip in the gripping area. No coatings or sprayed on surfaces are permitted. The molded body and lid should not have excessive flash or poorly trimmed areas. The body and lid should have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

3. LIDS

3.1 Each container should be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lid should have the same thickness as the container, or at a minimum, the design shall assure that the lid is durable and rigid. Lids shall open fully. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids may be hot stamped or otherwise have permanently affixed information. Containers should not have lids molded as part of the base.

4. HANDLE

4.1 Each container should have a horizontal handle or handles to provide comfortable gripping areas for pulling or pushing the container. The handle should be molded into the body, and shall only expose plastic surfaces to the hands of the user. Handles should not be molded into the lid or mounted with rivets.

5. WHEELS

5.1 Wheels shall be appropriately sized and should not hinder any of the gripper components operation. Wheels should be constructed in such manner as to make a container holding 200 lbs. readily mobile.

6. AXLE SHAFT

6.1 The axle shall be capable of supporting a container holding 200 lbs. Bolt on, molded slots, or "press-in" axle attachment methods are not desirable. Axle attachments that create holes into the body of the container are also undesirable.

7. COLOR

7.1 Offeror shall provide containers in the following Pantone color formula guide 1000, 1995, (or current date) colors or equivalent:

7.1.1 For the green refuse containers – Pantone dark green #349c or equivalent, as approved by the City of Tucson

7.1.2 For the blue recycle containers - Pantone recycle blue #294c, #287c or equivalent as approved by the City of Tucson.

7.1.3 Color shall not be streaked in the finished product and shall be non-fading throughout the warranty period.

8. IDENTIFICATION

8.1 Containers shall have lettering and/symbols embossed at three locations:

8.1.1 The front edge of the lid

8.1.2 The front top of the lid

8.1.3 The front of the container (on the hip, above the gripper attachment area).

8.2 Designs and wording will be provided by the City Of Tucson and are subject to change at any time. In order to facilitate inventory control, the body at location 3, shall have an 9 character sequential serial number molded, branded, or hot stamped into its front. Digits shall be a minimum of 2" high and shall be painted in white. The City of Tucson will provide the starting number. The first character will be an identifier of container size (9 = 95 gal), the second character will identify type of material (G = garbage, R = recycle). The next two characters will identify the year (yy) of manufacture, with the remaining 5 characters being the sequential order of production starting with 00001 for each container size and material type made under this contract.

8.3 Serial Number Spreadsheet Reporting must be submitted within two weeks after delivery of containers. The report must be in MS Excel format and include the serial numbers of the containers delivered, the invoice number, date of purchase, component and/or container size, quantity, and color.

9. BAR CODING

9.1 If the proposed containers include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with devices that meet industry standards. The scanned value of each code should match each container's serial number. The bar code shall remain scan-able throughout the warranty period.

10. POLYETHYLENE MATERIAL REQUIREMENTS

10.1 All containers should be rotationally or injection molded using linear high or medium density polyethylene.

10.2 Polyethylene resin should contain an ultraviolet stabilizer.

10.3 Polyethylene resin e. color shall be non-fading throughout the warranty period.

10.4 All containers should be molded from 80% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (i.e.: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), mixed with 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin. Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the Offeror.

10.5 The resin shall meet or exceed the following A.S.T.M. molded property specification: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational containers. Condition "B" for injection molded containers.

10.6 All containers shall be designed to regularly receive and dump a minimum of 200 pounds without permanent damage, deformation, or structural failure. Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. per square inch compression, applied from opposite sides by the gripping arms without permanent damage, deformation or structural failure.

V. FUNCTIONAL REQUIREMENTS

1. REQUIREMENTS

1.1 COMPLIANCE WITH STATE OF ARIZONA REQUIREMENTS

Containers must meet all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

1.2 FIELD SERVICE

Containers types offered must have been in fully automated field service for at least one (1) year.

1.3 LEAKAGE

The container shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the container in normal use.

1.4 COMPATIBILITY

Containers will be used with and must be compatible with existing fully automated refuse collection vehicles.

1.5 COMPRESSION FORCE

Each container shall be capable of withstanding a minimum of 200 pounds per square inch (psi) compression force during lifting and dumping operations without permanent damage, deformity, or structural failure.

1.6 DURABILITY

Containers shall have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping in accordance with ANSI specification Z245.30-1999, Appendix D.

In accordance with ANSI specification Z245.30 – 2008, containers and components shall maintain sufficient strength, shape and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance and in general is maintenance free during the warranty period.

1.7 VERTICAL STABILITY

Each container shall be stable and self-balancing when in an upright position with the lid open either loaded or empty. Empty container must remain upright when the lid is open.

The empty, un-weighted (95-gallon) container should withstand wind velocities of at least thirty (30) miles per hour in wind tunnel tests without the container being turned over. The wind tunnel test should be performed with the wind applied from the front, rear, and both sides of the container.

2. VARIFICATION TESTING

- 2.1** The City reserves the right to have any or all carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit **two electronic copy** of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program

- 1.1** Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
- 1.2** Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement.

2. Distribution Network

- 2.1** Describe the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable.
- 2.2** Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
- 2.3** Offerors shall provide the name and address of the distributor(s), if other than the Offeror.
- 2.4** Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
- 2.5** Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.
- 2.6** Identify the name and address of the manufacturer.

3. General Requirements

- 3.1** Provide a detailed written response illustrating how your offer will meet the general requirements of this solicitation for the City of Tucson and the national program.
- 3.2** Submit any and all information that will aid the City in evaluating your proposal.

3.3 Submit any and all information on your warranty program.

3.3.1 How long does it last?

3.3.2 How are calls handled and routed?

3.3.3 What are your escalation procedures?

3.3.4 Is there a dedicated support representative that the City will contact?

3.4 Upon written request from the City, Offerors may be required to provide a sample container (either green or blue) to be submitted for evaluating conformity to specifications.

3.4.1 The sample container shall be shipped complete, but with the axles and wheels unassembled. The sample 95-gallon container(s) shall be furnished at no cost and will be retained by the City of Tucson after evaluation is completed.

3.4.2 The sample container must be an exact representation of the container that would be supplied upon award of a contract.

4. Product Requirements

4.1 Describe the method for how your containers are molded/manufactured.

4.2 Describe the different processes used to manufacture containers for other climates around the United States (as opposed to that in Tucson).

4.3 Do your containers include a bar code identification system? If so, please describe this system.

4.4 Offeror shall provide the most recent printed or video product literature with their proposal:

4.4.1 Manufacturing process for containers.

4.4.2 Resin material type, manufacturer, and brand name.

4.4.3 Detailed lid/hinge assembly description and attachment.

4.4.4 Axle assembly material, dimensions, and attachment method.

4.4.5 Wheel material, dimensions, and attachment method.

4.4.6 Certification of recycle ability.

4.4.7 All product and/or material performance tests results as specified.

4.4.8 Container physical dimensions and wall and lid thickness.

4.4.9 Certified percentage of PCR material utilized.

5. TECHNICAL REQUIREMENTS

5.1 Offerors shall submit the most recent test results showing compliance with Scope of Work specs. Test results must be from a certified independent testing facility and must clearly identify the facility that performed the tests.

5.2 Offerors shall provide documentation verifying that their container(s) meets all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

5.3 Offerors must supply documentation demonstration that post-consumer resin is of like quality to 90% or better virgin resin.

5.4 Explain if your container is nestable when fully assembled, to facilitate delivery and storage space. If not, propose an alternate method for stacking when being delivered.

5.5 Detail your container's shape. Is it designed in a "Low Profile" shape, which reduces wind effect on container? If not, please explain what benefits are gained from the shape of the container.

5.6 Offerors shall submit shop drawings for the lid and container showing the dimensions, lid and wheel attachment methods, and other specification requirements.

5.7 Offerors shall substantiate compliance with Scope of Services by attaching a copy of the actual resin manufacturer's Published Specification Sheet.

5.8 Provide information or testing results on the proposed containers' useful life.

5.9 Describe the physical features of your proposed container, including weight, materials, and any other unique features of the container. Explain the benefits gained by this.

6. Services

6.1 Provide a detailed written response illustrating how your firm will meet the service requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope of service outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities.

6.2 Provide detailed information explaining your service capabilities.

6.3 Provide detailed information explaining the service capabilities of your authorized dealers.

6.4 State any return and restocking policy, and any fees, if applicable, associated with returns.

6.5 Offerors shall provide two (2) copies of the offeror's inspection and quality control policy and procedures manual.

6.6 Offerors shall submit information on their support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?

6.7 Describe additional services are available under this contract (i.e. offloading, assembling, customization, etc.)?

6.8 Provide all financing options available.

6.9 Submit all information that will aid the City in evaluating your proposal.

7. Ordering and Invoices

7.1 Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

7.2 Describe the product delivery process and your delivery commitment. What are standard product delivery timeframes? Are there cut off dates and how are these dates communicated to customers?

7.3 Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

7.4 What quantities are recommended for ordering? Can the City vary from these?

8. Functional Requirements

8.1 Provide documentation showing that offered containers have been fully automated for at least one (1) year.

8.2 Describe your containers compatibility with existing fully automated refuse collection vehicles.

8.3 Show documentation proving your containers capability of withstanding a minimum of 200 lbs. per square inch (psi) compression force during lifting and dumping operations without sustaining permanent damage, deformity or structure failure.

8.4 Provide documentation explaining the containers durability in accordance with ANSI specification Z245.30-2008, Appendix D.

8.5 Provide test results proving vertical stability of the container and it's ability to withstand wind velocities of at least thirty (30) miles per hour in a wind tunnel.

B. Price Proposal

1. Although the City's preference is to have freight included in the per unit pricing for products delivered to the City of Tucson, The City is interested in establishing a contract that provides the City of Tucson and participating agencies the most advantageous pricing. If the proposed pricing model does not include freight in the per unit pricing, provide details of how freight will be applied, calculated, etc.
2. Provide price proposal as requested on the Price Page attached herein.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No

- c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
5. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

- 1.1 Provide a brief history and description of your company. Describe your market position in the state and local government, educational and medical market spaces. State the amount of your firm's state and local government sales for 2016.
- 1.2 Provide a statement of your annual sales for the past 3 years.
- 1.3 In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.
- 1.4 Provide the total number and location of sales persons employed by your firm.
- 1.5 Provide the total number and location of support centers (if applicable).
- 1.6 Describe the qualifications of your sales personnel and technicians.
- 1.7 Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
- 1.8 Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
- 1.9 Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.
- 1.10 Please submit any additional information that you feel is applicable to your firm's qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 3. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

4. INSURANCE:

The Contractor agrees to:

- A.** Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B.** The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.
- 5. PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
- 7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor

relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

This Price Page lists containers that will likely be purchased under the contract. This list is not all-inclusive. This list shall be used for price evaluation purposes.

It is recommended that offerors also submit additional products, options and/or packages that are likely to be incorporated under a comprehensive contract.

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

ITEM#	DESCRIPTION	ANNUAL QUANTITY	ESTIMATED UNIT PRICES	EXTENDED PRICES
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GROUP I

1. **Base, 95 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK**

_____	7,000	\$ _____ EA	\$ _____
Manufacturer & Model No.			
DELIVERY UNLOADED & ASSEMBLED	8,000	\$ _____ EA	\$ _____

2. **Base, 95 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK**

_____	8,000	\$ _____ EA	\$ _____
Manufacturer & Model No.			
DELIVERY UNLOADED & ASSEMBLED	9,000	\$ _____ EA	\$ _____

3. **Base, 65 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK**

_____	500	\$ _____ EA	\$ _____
Manufacturer & Model No.			
DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____

4. **Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK**

_____	500	\$ _____ EA	\$ _____
Manufacturer & Model No.			
DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____

5. **Base, 48 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK**

_____ 500 \$ _____ EA \$ _____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED 500 \$ _____ EA \$ _____

6. **Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK**

_____ 500 \$ _____ EA \$ _____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED 500 \$ _____ EA \$ _____

ITEM#	DESCRIPTION	QUANTITY	ESTIMATED UNIT PRICES	EXTENDED PRICES
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GROUP II

1. **CUSTOM LOGO/TYPE IMPRINTING**

APPLICATION FEES 95 GALLON BLUE 15,000 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

2. **HOTSTAMPS**

APPLICATION FEES 95 GALLON 73,000 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

3. **CUSTOM LOGO/TYPE IMPRINTING**

APPLICATION FEES 95 GALLON GREEN 8,500 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

ITEM#	DESCRIPTION	UNIT PRICES
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GROUP III

1.	ALTERNATE COLORS	\$_____EA
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2.	8" WHEELS	\$_____EA
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3.	10" WHEELS	\$_____EA
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4.	12" WHEELS	\$_____EA
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5.	FREIGHT FORMULA (If applicable):	
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OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 171717-.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2017.

Awarded this _____ day of _____, 2017.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Refuse and Recycling Container Solutions and Related Products, Equipment and Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 5,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the City of Tucson (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Refuse and Recycling Container Solutions and Related Products, Equipment and Services (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS									
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
National IPA Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT

ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT

MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT

SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR

DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT

COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT

WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT

EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT

SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH



EXPERIENCED ★ FOCUSED ★ TRUSTED

Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: #171717

RFP Issued: June 23, 2017

Pre-Proposal Date: July 6, 2017

Response Due Date: July 24, 2017

Proposals Received: 2

Awarded to: Toter, LLC

The City of Tucson, AZ Department of Procurement issued RFP #171717 on June 23, 2017, to establish a national cooperative contract for Refuse and Recycling Container Solutions and Related Products, Equipment and Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions sections of the RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald News, IL
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2017 proposals were received from the following offerors:

- Toter, LLC
- IPL Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Toter, LLC and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and Toter, LLC successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of October 31, 2017.

Contract includes:

Term:

Initial one year agreement from February 1, 2018 through January 31, 2019 with the option to renew for four (4) additional one-year periods through January 31, 2023.

Pricing/Discount:

- The City of Tucson, AZ award includes a broad menu of options so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work with each individual agency to identify the requirements and review the options available to meet those requirements.
- For additional information, please contact your local Toter representative or contact Toter Municipal Sales Division Customer Service at 800-424-0422.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter>

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Toter, LLC

Company Name

841 Meacham Road

Address

Statesville

NC

28677

City

State

Zip



Signature of Person Authorized to Sign

Henry Retamal

Printed Name

President

Title

Name: Kellie Clark

Title: Sr. Manager, Bids/Contracts

Phone: 800-424-0422, Ext 257

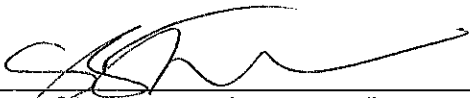
Fax: 704-878-0734

E-mail: kclark@toter.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 171717-01.

Approved as to form this 31st day of Oct, 2017.



As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30th day of October, 2017.



for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: OCTOBER 8, 2019

CONTRACT #171717-01
CONTRACT AMENDMENT NUMBER: TEN (10)
PAGE 1 of 2
AK
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA

REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT, AND SERVICES Amendment No. Ten (10)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 7 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **February 1, 2020 through January 31, 2021**.

ITEM TWO (2): PRICE ADJUSTMENT

Pursuant to Paragraph 3 (Price Adjustment) of the Special Terms and Conditions section, as revised by Amendment Five (5), Groups I, II, and III are hereby adjusted per the attached Toter Price list, with an effective date of **November 1, 2019 through January 31, 2020**.

***** END OF AMENDMENTS *****

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: OCTOBER 8, 2019


CONTRACT #171717-01
CONTRACT AMENDMENT NUMBER: TEN (10)
PAGE 2 of 2
AK
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Toter, LLC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT


Signature of person authorized to sign Date

Laura P. Hubbard, Director of Municipal Sales
Name and Title (typed or printed legibly)

Toter, LLC
Company Name

841 Meacham Road
Address

lhubbard@wastequip.com
Email Address

Statesville NC 28677
City State Zip

Contact information for Sales/Account Representative
for daily business operations:

Kellie K. Clark, Sr. Manager, Bids/Contracts
Name and Title (typed or printed legibly)

800-424-0422, Ext 257
Phone Number

kclark@toter.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 16th DAY
OF October, 2019, AT TUCSON, ARIZONA.


as Director of Procurement and not personally

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Michael Abeyta, Recreation Supervisor
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Approval of License Agreement: Agreement is between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA). The Agreement outlines the responsibilities for both parties including the rental of ice time at the City of Flagstaff Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

Approve the license agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately \$65,000.

Executive Summary:

The agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association outlines the details for renting ice at the Jay Lively Activity Center for games, practices, hockey camps, and clinics.

Financial Impact:

Last fiscal year the Flagstaff Youth Hockey Association paid the City of Flagstaff \$63,043 for use of the Jay Lively Activity Center. The estimated revenue for this year's agreement is \$65,000.

Policy Impact:

No policy impacts.

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

Team Flagstaff Strategic Priorities: Provide exceptional service and work in partnership to enhance a safe and livable community.

Has There Been Previous Council Decision on This:

The City Council has historically approved this agreement on an annual basis when the revenue estimate exceeds \$50,000.

Options and Alternatives:

- A) Approve the License Agreement as presented
- B) Direct staff to revise the License Agreement
- C) Not approve the License Agreement

Background/History:

License Agreements are coordinated each year between user groups and Jay Lively Activity Center staff with the approval of the City Attorney's office and the Risk Manager. Most of these agreements are under \$50,000 in revenue to the City and do not require Council approval. Due to the level of revenue anticipated with this agreement (\$65,000), the City Attorney's Office recommends City Council approval.

Key Considerations:

Flagstaff Youth Hockey Association (FYHA) is in good standing and continues to pay their invoices in a timely manner.

Expanded Financial Considerations:

The FYHA paid the City of Flagstaff a total of \$63,043 for fiscal year 2018-2019. Schedule changes, cancelations and additions of ice time are expected throughout the next year and will be addressed in the actual rental fee invoices at that time.

Community Benefits and Considerations:

Approving the contract allows youth and coaches to continue utilizing ice time for games, practices, hockey camps and clinics.

Community Involvement:

The City of Flagstaff Jay Lively Activity Center staff continue to work closely with all user groups to divide up usable ice time in a fair and equitable manner.

Attachments: [FYHA Agreement](#)



City of Flagstaff Recreation Services
211 W. Aspen Ave.
Flagstaff, AZ 86001
Phone: (928) 213-2312
Fax: (928) 556-1226

Jay L. Lively Activity Center Ice Rink License Agreement

This License Agreement ("Agreement") is entered into by the City of Flagstaff ("City") and Flagstaff Youth Hockey Association ("Licensee") to allow Licensee to rent ice time at the Jay L. Lively Activity Center Ice Rink.

RECITALS

- A. The City operates an ice rink facility ("Ice Rink") at the Jay Lively Activity Center, located at 1650 N. Turquoise Drive, Flagstaff, AZ 86001 ("Ice Arena");
- B. The Licensee desires to rent ice time at the Ice Arena for a fee, and the City desires to make ice time at the Ice Arena available for rent;
- C. The City and the Licensee desire to enter into this Agreement for the use of the Ice Rink under the terms and conditions set forth below.

In consideration of the mutual covenants contained in this Agreement, the City and Licensee agree as follows:

TERMS AND CONDITIONS

1. **Ice Rink and Facilities.** The City hereby agrees to license to the Licensee the use of the Ice Rink at the Ice Arena for a fee. Licensee shall have exclusive use of the Ice Rink for purposes of conducting practices and games during the periods of time that Licensee schedules use of the Ice Rink in accordance with Section C below. In addition to the Ice Rink, Licensee shall be permitted to use all of the Ice Arena facilities, including locker rooms, bathrooms, and the referee's room. Licensee shall also be permitted to use two (2) hockey goals and nets, which will be provided by the City. The Ice Arena will be open forty-five minutes prior to scheduled periods of use. The Licensee can request that the Ice Arena be made available earlier for an additional fee.
2. **Term of Agreement.** This Agreement shall become effective as of the last signature date set forth below and terminate on October 1, 2020.
3. **Fee.** The Licensee agrees to pay the City at a rate of \$77.94 per hour plus tax for use of the Ice Rink and facilities at the Ice Arena. Fees due to the City from Licensee for scheduled periods of use will be invoiced to the Licensee and shall be payable prior to such use. **If the Licensee fails to make timely payments, it will forfeit its scheduled use of the Ice Rink.** The hourly fee may be changed periodically by the Flagstaff City Council. The City reserves the right to charge spectator fees in accordance with the fee schedule adopted by City Recreation Services.
4. **Rules of Use.** The following rules must be followed at all times. Failure to follow the rules may result in termination of the Agreement.
 - a) The Licensee is responsible for monitoring all persons who are members of Licensee's organization or guests of the Licensee, including visiting teams and their guests using the Ice Arena and Ice Rink during Licensee's scheduled periods of use.
 - b) Alcohol is not allowed in the Ice Arena. Use of alcohol or any other illegal substances by Licensee,

Licensee's guests, visiting teams, or guests of visiting teams will result in forfeiture of the scheduled ice time for the day that such use is discovered.

- c) The Ice Arena is a tobacco-free environment. Use of any tobacco product in the Ice Arena is prohibited.
- d) Fighting, the use of offensive language, and shaking, pounding, or standing on the ice rink boards is strictly prohibited.
- e) Locker rooms shall be left in a clean and orderly manner. Licensee will be charged at a rate of \$20.00 per hour if locker rooms or other areas require additional cleaning, repair, or replacement as a result of the activities of Licensee, Licensee's guests, visiting teams, or guests of visiting teams. Licensee is responsible for all damages that occur to the Ice Rink or Ice Arena facilities during its scheduled periods of use.
- f) No more than 500 spectators are permitted for events and hockey games at the Ice Arena. The City reserves the right to change the number of allowable spectators at any time. The City will be responsible for counting the number of spectators entering the Ice Arena.
- g) For Licensee-sponsored events at the Ice Arena that will be attended by 100 or more spectators, the Licensee must arrange for police personnel to provide public safety and security services at the event. For events with expected attendance of 100 to 200 spectators, one police officer must be provided. For events with expected attendance of 200 to 400 spectators, two police officers must be provided. For events with expected attendance of 400 to 500 spectators, three police officers must be provided. Licensee shall be responsible for paying all costs associated with providing police personnel under this section. If the Licensee is unable to provide police personnel for its event, the City reserves the right to limit the number of spectators at the event to a safe amount.

5. **Scheduling Periods of Use.** The Licensee must schedule ice time at least thirty (30) days in advance by contacting City staff at the Ice Arena. Nothing contained in this Agreement shall be construed to guarantee that requested periods of use will be available for Licensee. Confirmation of scheduled ice time will be by written invoice issued by the City. All changes to scheduled ice times must be approved by City staff at the Ice Arena. Additional ice time may be scheduled without thirty (30) days advance notice, if available. The City reserves the right to schedule the Ice Rink for other uses at any time the ice is not scheduled for use by the Licensee.

6. **Cancellations.** All cancellations of scheduled ice time must be made sixty (60) days prior to the canceled date to receive a full refund. All cancellations made forty-five (45) to fifty-nine (59) days prior to the canceled date will be refunded at 50%. Cancellations made less than forty-five (45) days prior to the canceled date will not be refunded. All scheduled ice time must be paid for by the Licensee whether or not the ice time is actually used. The City may reschedule use of the Ice Rink after receiving notice of cancellation and will attempt to fill all open times. If the City is able to reschedule use of the Ice Rink, the Licensee will receive credit for the time period that was rescheduled.

7. **Facility and Security Deposit.** The City requires a deposit for facility use and security, which may be used to pay for damage to the Ice Rink or Ice Arena facilities caused by the Licensee, Licensee's guests, visiting teams, or guests of visiting teams, or to cover unpaid facility-use fees. The Facility and Security Deposit will be 10% of the total monthly fee for the amount of time booked by Licensee or \$500.00, whichever is less. The Facility and Security Deposit is due when ice time is scheduled.

8. **Conditions of Facility.** Rental of the Ice Rink is "as is." The City is under no obligation to modify the Ice Rink or to obtain additional equipment. Licensee acknowledges that it has inspected the Ice Rink and Licensee is satisfied with its physical condition and its suitability for its intended use. If the Ice Rink or any portion of it is

destroyed or damaged by fire or other calamity so as to prevent the use of the Ice Rink by the Licensee during the Term of this Agreement, or if the Ice Rink cannot be so used because of Acts of God, failure of utilities, or other cause beyond the control of the City, then this Agreement shall terminate and Licensee waives any claim against the City for damages by reason of the termination, except that any payments for unused ice time shall be refunded by the City to Licensee.

9. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice for any reason or no reason. The City also reserves the right to immediately terminate this Agreement if Licensee, Licensee's guests, visiting teams, or guests of visiting teams are in violation of any part of this Agreement during the Licensee's scheduled periods of use.

10. **Liability.** The City shall not be held liable for any accident, theft, or any other loss to the Licensee or any article in the possession of the Licensee.

11. **Indemnification.** Licensee agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, or negligence of the Licensee or any of Licensee's directors, officers, agents, employees, or volunteers in connection with or incident to Licensee's use of the Ice Rink and the Ice Arena facilities. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

In consideration for the use and occupancy of the Ice Rink, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Ice Rink.

12. **Insurance.** The Licensee shall procure and maintain for the duration of the Term of this Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with the Licensee's use and occupancy of the Ice Arena, including the acts of its agents, representatives, employees, or subcontractors. The minimum scope and minimum limits of insurance are as follows: Commercial General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained herein. The City does not represent or warrant that these minimum limits are sufficient to protect the Licensee from liabilities that may arise out of its activities, and Licensee is free to purchase additional insurance as it may determine is necessary. A certificate of insurance verifying the required insurance coverage identified above shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds and be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Division of the City of Flagstaff. The absence of acceptable insurance and endorsement will be grounds for termination of this Agreement.

13. **Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding or litigation arising out of or relating to this Agreement will be conducted in Coconino County, Arizona. Licensee hereby submits itself to the original jurisdiction of the courts located within Coconino County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

14. **Conflict of Interest.** The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

15. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Agreement, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court

of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement or any part thereof.

16. **Applicable Laws.** Licensee shall comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state, and local government that may affect the performance of this Agreement.

17. **Assignment Prohibited.** This Agreement and any rights or benefits described herein may not be assigned by either party.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and any modification or amendment of this Agreement must be in writing and signed by both Parties.

The signatories below acknowledge and represent that they are authorized to execute this Agreement on their behalf or on behalf of the organization they represent.

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Flagstaff Youth Hockey Association
P.O. Box 2903
Flagstaff, AZ 86003

City Manager

Signatory's Name (Please Print)

Date

Signature

Attest:

Date

City Clerk

Approved as to Form:

City Attorney

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Shane Dille, Deputy City Manager
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Ratification: Staff's action to send support letters on behalf of City Council and signed by Mayor Evans, as requested by Jeff Hall, Director of Lowell Observatory, in support of the Observatory's request of US Congress regarding Section 17.

STAFF RECOMMENDED ACTION:

Ratify staff's action in sending letters of support to members of the US Congress on behalf of the City Council, as requested by Jeff Hall, Director of Lowell Observatory.

Executive Summary:

On Friday, January 17, 2020, Mr. Jeff Hall, Director of the Lowell Observatory, provided a request of the City to provide a support letter to specific members of the US Congress that demonstrates the City's continued support for the mission and purpose of Lowell Observatory as a long-standing key community partner.

Recognizing the current effort of the Observatory with Congress and in an effort to be as responsive as possible to the request, staff prepared and sent support letters to specified members of the US Congress on the City Council's behalf. And, although staff received informal consensus from Council to do so this act needs to be ratified by the Council in a public meeting.

Financial Impact:

None

Policy Impact:

Alignment exists between Lowell Observatory's request and recently approved legislative priorities of the City.

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

2020 State Legislative Priorities:

- Economic Development - Support legislation that will enhance the City's economic development conditions; provide infrastructure to attract economic development, increase sustainable housing and strengthen the City's workforce.
- Preserve Existing Revenue Sources - Support legislation that preserves or enhances existing

revenue sources...

Previous Council Decision on This:

None

Background/History:

The Observatory's success has created a need for program-level expansions that to be realized upon Mars Hill the Observatory would need to be able to construct on and have access to Section 17, a square mile of land that sits adjacent to the existing site where the Observatory has been operating for over a century now. It just so happens that Section 17 has all this while been under the Observatory's stewardship by Congressional act. However, Congress's previous act regarding Section 17 fell short of giving the Observatory clear title to the land, thus preventing the Observatory rights to construct upon the land.

A present effort by the Observatory is to rectify that with Congress and enable the Lowell Observatory program to expand and meet the growing demands it is and has been experiencing for years. The Observatory has requested the City's support by sending these letters, which had been prepared by the Observatory.

Attachments: Letter of Support



City of Flagstaff

January 23, 2020

Senator Lisa Murkowski
522 Hart Senate Office Bldg.
Washington, DC 20510

**RE: Flagstaff City Council support of legislation, S242 and HR401, the
"Lowell Observatory Conveyance Act"**

Dear Senator Lisa Murkowski:

The City of Flagstaff and Lowell Observatory have had a mutually beneficial and supportive relationship for over 125 years. The Observatory's long list of scientific discoveries is a source of great pride to the community, and the Observatory and its staff's engagement as members of the community are legend and ongoing.

Over the past century, the Observatory and Flagstaff have seen significant growth. For the Observatory, this has shown itself in increasing numbers of peer-reviewed publications and investments in cutting edge instrumentation and technology. It has also shown in the increasing numbers of visitors to Flagstaff who make the journey to Mars Hill to visit the historic grounds and look through the many telescopes available for public viewing. Lowell Observatory is the most popular tourist site in Flagstaff, with over 100,000 visitors per year. The combination of this growth in science and tourism has been of great benefit to the community in both economics and civic pride. The Observatory is investing even more to improve its capacity for science and outreach with the campaign for the new \$29 million, Marley Foundation Astronomy Discovery Center, which is slated to open in 2023. This is in addition to the \$4.4M Giovale Open Deck Observatory, which opened in October 2019 to rave reviews and is the finest public astronomical viewing facility in the world.

That growth is putting increasing strain on the one road that leads to the Observatory and is also an increasing safety concern for our emergency services personnel. Therefore, the Observatory has engaged with the community to help address this in ways that benefit the community as well as the Observatory. Any new access road will require building onto Section 17, west of the Observatory main campus. There are many ways in which this kind of an infrastructure investment can bring additional benefits to Flagstaff. In order to put together a plan for this, including gaining needed commitments from other entities, Lowell Observatory needs clear title to the land it has owned and been a steward of for the past century.

We ask that you support the legislation in question to help not only Lowell Observatory, but Flagstaff as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Coral J. Evans". The signature is fluid and cursive, with the first name "Coral" being more prominent.

Coral J. Evans, MBA
Mayor of Flagstaff, Arizona

jh/CE

CC: Tom O'Halleran, Martha McSally, Krysten Sinema, Jeff Hall, W. Lowell Putnam,
Senator Joe Manchin, III, Rep. Raul Grijalva, Rep. Rob Bishop

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Carmen Pryer, Real Estate Specialist
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-03: An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date.
(approving receipt/transfer of easements and real property interests)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-03 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-03 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-03

Executive Summary:

The City regularly receives real property interests from private property owners during the development review process. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes.

The City also regularly grants or reserves utility easements across City property necessary for City projects or buildings.

This ordinance will ratify the easements and real property either received or granted by City.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance No. 2019-03 on April 16, 2019.

Options and Alternatives:

1. Adopt the Ordinance

Pros: Formally approving the real property interest transactions conforms with City practices.

Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.

Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs

Attachments: Ord. 2020-03
 Exhibit A

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General

That the City formally accepts the dedication and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3: Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A – Easement and Right of Way List

Exhibit A								
<u>Property Type</u>	<u>Parcel Number</u> <u>Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way	107-15-014A	Sunnyside Phase 5 E Improvement Project	2326 E. Spruce Avenue	Malvern John Reid III	City of Flagstaff	0.0025	3823556	8/24/2018
Water Easement	113-26-003Y	County Medical	4402 E. Huntington	Coconino County	City of Flagstaff	0.00293	3838155	3/28/2019
Water Easement	113-26-003Y	County Medical Examiner	4402 E. Huntington Drive	Coconino County	City of Flagstaff	0.00293	3838156	3/28/2019
Water Easement	Portion 116-61-013	Swift Travel Center	Tract 5B of the Pulliam	City of Flagstaff	City of Flagstaff	0.01007	3839381	4/15/2019
Sidewalk Easement Reservation	Portion 116-61-013	Swift Travel Center	Tract 5B of the Pulliam Airport Airpark	City of Flagstaff	City of Flagstaff	0.0013	3839383	4/15/2019
Public Utilities and	11323007D	Ceiba	3745 E. Huntington	Ceiba Holding LLC	City of Flagstaff	0.18	3839956	4/23/2019
APS Easement	112-19-010C	Trailside Apartment	521 West University	City of Flagstaff	APS	0.0087	3843018	5/30/2019
APS Easement	112-20-012B	Trailside Apartment	3101 South Beulah	City of Flagstaff	APS	0.0064	3843019	5/30/2019
Water Easement	11228010A	VP Cinema LLC	1959 S. Woodlands	VP Cinema LLC	City of Flagstaff	0.02	3844343	6/17/2019

<u>Property Type</u>	<u>Parcel Number Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way for Bus Stop	11228010A	VP Cinema LLC	1959 S. Woodlands	VP Cinema LLC	City of Flagstaff	0.1059	3844344	6/17/2019
Right of Way	113-26-003H	Industrial Drive ST 3056A	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	1.931	3849108	8/7/2019
Affidavit of Correction is for the	113-26-003H	Industrial Drive	3900 E. Industrial Drive	Block-lite Company	City of Flagstaff	0.76	3849756	8/15/2019
Temporary Construction	113-26-003H	Industrial Drive	3900 E. Industrial	Block-lite Company	City of Flagstaff	.32 acres	3849757	8/15/2019
Temporary Construction Easement	101-45-150	West Flag Improvement Project	587 N. Switzer	Switzer Canyon Village TH Assoc	City of Flagstaff		3852298	9/12/2019
Water Easement Reservation	104-45-150	West Flag Improvement Project	587 N Switzer	Switzer Canyon Village TH Assoc	City of Flagstaff	0.078	3852299	9/12/2019
Temporary Ingress / Egress Easement	106-04-007B	Woodshire on Butler	2989 E. Butler Ave	City of Flagstaff	Woodshire on Butler, LLC	1.23	3854775	10/8/2019
Utility -APS	100-10-010C & 100-10- 009A	100-10-009B	Beaver St. & Alley	City of Flagstaff	APS	0.00284	3856951	11/1/2019
Right-of-Way	116-61-008A	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	0.129	3858649	11/21/2019
Right-of-Way	116-61-005A	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	1.08	3858649	11/21/2019

<u>Property Type</u>	<u>Parcel Number Locator</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Property Size in Acres</u>	<u>Document Number</u>	<u>Date Recorded</u>
Right-of-Way	116-61-006	Future widening of John Wesley	John Wesley Powell Blvd	City of Flagstaff	City of Flagstaff	0.725	385649	11/21/2019
Right-of-Way	106-08-026	Fourth Street Improvement Project	Fourth St. & Sparrow	FUSD District Number One	City of Flagstaff	0.0765	3857734	11/12/2019

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Scott Overton, Streets Section Director
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-02: An ordinance of the City Council of the City of Flagstaff, Repealing Chapter 8-01 of the Flagstaff City Code, Sidewalks, and adopting a new Chapter 8-01 of the Flagstaff City Code, Sidewalks, to provide for revised standards and procedures; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-02 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-02 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-02

Executive Summary:

In the City of Flagstaff, there are over 270 miles of existing sidewalk. City of Flagstaff planning and regulatory documents emphasize the value of a walkable community and the desire to encourage multi-model transportation and alternatives to the motor vehicle. City sidewalks are in various states and conditions citywide; many locations are passable and in good condition. Neighborhoods that have more significant issues are a result of age, poor soil conditions, vegetation and tree encroachments, severe degradation of surfaces and/or the vertical displacement of panels as a result of freeze-thaw cycles. Repair techniques, treatment types and methods will often vary with the various issues; grinding, cutting or panel replacement are common in all communities.

The Streets Section has the desire to repeal and replace Chapter 8-01 of the Flagstaff City Code, Sidewalks, with a new chapter that reflects a more comprehensive sidewalk inspection program, provides clear expectations of the city and property owner and establishes clarity of financial responsibility, city participation and capital programming. Staff also recognized that Chapter 8-01 contained some outdated language and conflicting provisions. Considering the original ordinance was adopted in 1903, and amended in 1916 and 1989, a thorough review of Chapter 8-01 and underlying policy was warranted and is presented for your consideration and adoption.

The changes from the original ordinance are as follows:

- Replaces language that was unclear or dated. (8-01-001-0001)
- Provides clear direction of notice to be provided to property owner. (8-01-001-0002-A)
- Provides permitting and inspection direction per the City of Flagstaff Engineering Standards. (8-01-001-002-B,C)
- States that City has the right to make repairs and assess property owners the cost of repairs. (8-01-001-0002-C,D)

- Establishes clear collection procedures and restitution process. (8-01-001-0002-E)
- Directs the Streets Director to develop an inspection program. (8-01-001-0003-B)
- Allows Council to establish fund to repair and provide assistance to residential property owners. (8-01-001-0004)

Financial Impact:

The adjacent property owner has the duty to maintain the sidewalk and repair as needed. The cost is property owners responsibility; however, must ensure the repair is made. This may result in a financial impact to the City if property owners do not fulfill their obligations and responsibilities.

In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property; however, any such funding shall be subject to the City's available funding resources for a given fiscal year.

Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City's cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

The city currently has \$15,000 of Highway User Revenue Funds (HURF) dedicated to the 50/50 program and sidewalk repairs. It is anticipated that funding increases will be requested and the program will need more resources to meet the demand of the program.

Policy Impact:

Improved governance.

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

The Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability.

The Zoning Code promotes the development and planning of sidewalk infrastructure.

The Climate Action and Adaptation Plan encourages multi-model behaviors of residents and has established goals to promote less reliance on automobiles.

Has There Been Previous Council Decision on This:

Yes, we have discussed this topic with an initial work session that was held on May 28, 2019 and again on November 12, 2019. At both of the work sessions, a history of the existing Chapter 8-01 was provided and we discussed the current state of the sidewalk concerns. Council has provided general direction that is reflective in the new Chapter 8-01. In addition, we continue to look at the best practices of the concrete industry, products and new technologies to improve replacements, repairs and longevity.

Options and Alternatives:

Option 1 - Adopt Ordinance as presented.

Option 2 - Revise Ordinance as desired, modify language and or terms.

Option 3 - Do not adopt Ordinance and provide additional direction to staff.

Community Benefits and Considerations:

The community has a strong desire to have a well-maintained multi-model transportation network. The inclusion of good quality sidewalks is an important value. The property values and neighborhood pride often are improved with safe and well-maintained sidewalks. Maintained sidewalks also encourage the behavior of walking within the community and provide connection between areas, and access to transit and activity centers.

Attachments: Ord. 2020-02

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE BY REPEALING CHAPTER 8-01, *SIDEWALKS*, AND ADOPTING A NEW CHAPTER 8-01, *SIDEWALKS*, TO PROVIDE FOR REVISED STANDARDS AND PROCEDURES; AND PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Regional Plan encourages a variety of community mobilities and the upkeep of sidewalk infrastructure to promote walkability; and

WHEREAS, the Zoning Code promotes the development and planning of sidewalk infrastructure; and

WHEREAS, the Climate Action and Adaptation Plan encourages multi-model behaviors of residents and has established goals to promote less reliance on automobiles; and

WHEREAS, well maintained sidewalk infrastructure promotes the usage and safe passage of residents and visitors to our community; and

WHEREAS, providing clear and reasonable expectations and duties of the City and property owners will result in maintained sidewalk infrastructure.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Flagstaff City Code, Title 8 *Public Ways and Property*, Chapter 8-01 *Sidewalks*, is hereby repealed in its entirety, and replaced with the following language:

CHAPTER 8-01 SIDEWALKS

SECTIONS:

8-01-001-0001	DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS
8-01-001-0002	NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS
8-01-001-0003	DUTIES OF STREETS DIRECTOR
8-01-001-0004	CITY COST SHARE FUND

8-01-001-0001 DUTY OF PROPERTY OWNER TO REPAIR ADJACENT SIDEWALKS

A. It shall be the duty of the owner of any lot or parcel adjacent to any sidewalk within the corporate limits of the City to keep and maintain such sidewalk in good order and repair.

1. It shall not be the responsibility of property owners to repair a sidewalk adjacent to their property where a City-owned tree located in the City right-of-way is the primary cause of the damage to or need for repair of the sidewalk.

8-01-001-0002 NOTICE, PERMITTING, AND REPAIR OF SIDEWALKS

A. Notice. Whenever the condition of any sidewalk in the City is in disrepair, the Streets Director or designee ("Director") shall notify the owner of the adjacent property of such defective condition in writing and request that the owner repair the sidewalk within thirty (30) days after service of such notice or as weather permits, as determined by the Director.

1. The notice shall identify the repairs needed and be sent via certified mail to the owner of the property (or legal agent of the owner) adjacent to the sidewalk in need of repair.

B. Permit Required. The property owner shall be required to obtain a permit from the City prior to making repairs to any sidewalk pursuant to this chapter. However, there will be no charge for such permit unless the proposed work makes a change in the grade, location, or dimensions of the sidewalk.

C. Inspection. The alteration or repair of all sidewalks as called for pursuant to this chapter shall be subject to inspection by the City during construction and upon completion. All work must conform to City of Flagstaff Engineering Standards.

D. Repair by City. If the property owner fails to make the repairs identified in the notice within the time period specified in such notice, the City may repair the sidewalk and assess the cost of such repair to the adjacent property owner. Any such repairs will be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

E. Cost; Lien. In the event that the City makes any repairs to a sidewalk after failure of the responsible party to do so, the Director shall file in the office of the City Clerk a verified, itemized statement of the cost of such repairs, which statement when so filed shall be deemed and taken as prima facie evidence of the cost of such repairs or renewals. The Director shall deliver via certified mail to the property owner a copy of the itemized statement of the cost repairs. If the property owner fails to pay the assessment within forty-five (45) days after receiving notice, a lien may be filed against the adjacent property and filed with the Coconino County assessor. The City may also pursue additional collection methods and any civil remedies available to obtain restitution for the costs of said repair.

8-01-001-0003 DUTIES OF STREETS DIRECTOR

A. It shall be the duty of the Streets Director or designee ("Director") to receive and maintain a record of all complaints regarding sidewalks within the corporate limits of the City in need of repair. Within a reasonable time after receipt of said complaint, the Director shall notify the owner of the property adjacent to the sidewalk in need of repair pursuant to section 8-01-001-0002(A) above.

B. It shall be the duty of the Director to develop an inspection program that proactively identifies sidewalks in need of repair.

8-01-001-0004 CITY COST SHARE FUND

A. The City Council may provide an annual fund to assist residential property owners with the cost to repair sidewalks adjacent to their property. The cost share fund shall be contingent on the City's available funding resources for sidewalk repair in any given fiscal year.

B. Residential property owners who identify an adjacent sidewalk in need of repair, or receive notice from the City that an adjacent sidewalk is in need of repair, may request assistance from the City's cost share fund not to exceed fifty percent (50%) of the total cost of the repair.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Date: 01/27/2020

Meeting Date: 02/04/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-03: A resolution approving an Intergovernmental Agreement (IGA) between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-03 by title only
- 2) City Clerk reads Resolution No. 2020-03 by title only (if approved above)
- 3) Adopt Resolution No. 2020-03

Executive Summary:

The City of Flagstaff and Coconino County are partnering to jointly fund a Code Compliance Officer II-Dark Sky Specialist. This position will be housed with the City of Flagstaff. The Dark Specialist will focus on addressing existing outdoor lighting violations, documenting non-conforming lighting, and educating builders, developers, homeowners, and commercial business owners and operators about our local dark sky requirements. The Dark Sky Officer performs inspections for all new incoming outdoor lighting permit applications and assists with permitting and future zoning code updates. The attached Intergovernmental Agreement outlines how the position will be funded and utilized by both entities as well as a reporting process.

Financial Impact:

Coconino County has agreed to split the cost of the Dark Sky Code Compliance Specialist for a term of two years. In addition, Lowell Observatory has agreed to provide a total of \$10,000 for the position with \$5,000 provided each year over the two-year term. The City of Flagstaff has funded the position on-going.

Policy Impact:

None

Connection to Council Goal, Regional Plan:Council Goals

Code Compliance - Achieve comprehensive and equitable code compliance through plan review and inspection services

Environmental and Natural Resources - Actively manage and protect all environmental and natural resources

Community Outreach - Enhance public transparency and accessibility

Regional Plan

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Flagstaff Strategic Plan

Strategic Priority #1: Provide exceptional service

Strategic Priority #4: Work in partnership to enhance a safe and livable community

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

None

Background/History:

The Naval Observatory Flagstaff Station (NOFS) completed a Mission Compatibility Light Pollution Study to evaluate mission impact from light pollution. The study determined that no more than a 10% increase in sky brightening can occur and still maintain mission compatibility. The study identifies six strategies to keep sky brightness at an acceptable level. While all strategies will require staff resources to implement and enforce, several will be more staff intensive than others. In particular, the strategy to identify and track lighting retrofits will require significant work from our Code Compliance program. The lighting standards allow non-conforming lights to continue until the fixture is replaced or the use is expanded. Staff is aware that the replacement of lighting often happens without the necessary permit. In these cases, conforming lighting can become non-conforming. The strategy calls for creating a database of existing non-conforming lighting including fixtures, lamp types, wattages, and a photo of each fixture. This will be a time-intensive activity that will require developing subject expertise and some evening or overnight work.

Changing conditions in outdoor lighting types are also having a significant impact on the Code Compliance resources. The preferred lighting source in Flagstaff since the inception of the Outdoor Lighting Standards has been Low-Pressure Sodium. These fixtures have become obsolete and are being replaced with non-conforming white LED fixtures. The number of outdoor lighting violations is increasing and the Dark Sky community has been working with staff to pursue the most egregious cases.

Key Considerations:

The Code Compliance Officer II- Dark Sky Specialist provides a variety of services to the community. In addition to working on the six strategies identified in the light pollution study, we have created a resource in the community to assist owners with our lighting standards and the Dark Sky program. The Dark Sky Specialist works with owners to identify compliant light fixtures (luminaries) and with retailers, manufacturers, and distributors to ensure that luminaries meet our code requirements. The Specialist works nights with the use of a visible light spectrometer in order to identify non-conforming lighting and

violations. This technical analysis is critical to the dark sky program as we move away from low-pressure sodium lights and replace them with LEDs. White LEDs represent the greatest impact/threat to dark skies. Narrow spectrum amber LEDs are the preferred technology for dark sky compliant lighting. Lighting technology and products change regularly, so having this full-time position focused on lighting provides consistent enforcement and should allow the introduction of new technologies as they become available. As the first International Dark Sky Community, both Flagstaff's culture and economy benefit from the program. Creating this position demonstrates our commitment to Dark Skies and provides needed resources and services to the community.

Community Involvement:

None

Attachments: [Res. 2020-03](#)
 [Dark Sky Specialist IGA](#)
 [Dark Sky Specialist PPT](#)

RESOLUTION NO. 2020-03

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR A JOINTLY FUNDED DARK SKY CODE COMPLIANCE SPECIALIST POSITION

RECITALS:

WHEREAS, the City of Flagstaff and Coconino County desire to jointly fund a shared personnel position known as Code Compliance Officer II-Dark Sky Specialist; and

WHEREAS, the Dark Sky Specialist will jointly benefit the City of Flagstaff and Coconino County by providing comprehensive enforcement and inspection services in regard to the standards for outdoor lighting adopted by either the City of Flagstaff or Coconino County, on an as-needed basis, for development that occurs in both the City of Flagstaff and unincorporated areas of Coconino County; and

WHEREAS, the Dark Sky Specialist will further benefit the City of Flagstaff and Coconino County by educating builders, developers, commercial business owners, and residents concerning the Outdoor Lighting Standards; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Intergovernmental Agreement attached thereto and finds that it is in the best interests of the City to enter into the Agreement and establish the respective obligations of each party with regard to the shared Dark Sky Specialist position.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A: IGA

INTERGOVERNMENTAL AGREEMENT

**by and between
City of Flagstaff and Coconino County
regarding the**

Dark Sky Code Compliance Specialist

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") dated this _____, 2019, is by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (the "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (the "County"). Pursuant to A.R.S. Sections 11-952, the City and the County agree as follows:

RECITALS

WHEREAS, the CITY is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 41-2632 and Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, the COUNTY is authorized to enter into this Agreement pursuant to A.R.S. § 11-952; and

WHEREAS, the CITY and the COUNTY desire to jointly fund a shared personnel position known as Code Compliance Officer II – Dark Sky Specialist ("Dark Sky Specialist"); and

WHEREAS, the Dark Sky Specialist will jointly benefit the CITY and the COUNTY by providing comprehensive enforcement and inspection services in regard to the standards for outdoor lighting adopted by either the City or the County ("Outdoor Lighting Standards"), on an as-needed basis, for development that occurs in both the CITY and unincorporated areas of the COUNTY; and

WHEREAS, the Dark Sky Specialist will further benefit the CITY and the COUNTY by educating builders, developers, commercial business owners, and residents concerning the Outdoor Lighting Standards; and

WHEREAS, it is the intent and desire of the parties hereto to provide for the respective obligations of each party with regard to the shared Dark Sky Specialist position.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date the parties execute this Agreement, until July 1, 2021, unless terminated by either party pursuant to the provisions of this Agreement.

B. In recognition of, and in deference to, the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement without cause shall provide written notice at least 90 days prior to the effective date of such termination.

2. JOINT EMPLOYEE.

A. The City shall provide a Dark Sky Specialist employee to be shared jointly with the COUNTY for the purpose of working directly with residents, property owners, business owners, builders, developers, and lighting professionals on Outdoor Lighting issues, as defined in the Outdoor Lighting Standards, and providing additional opportunities for collaboration between the COUNTY and the CITY.

B. The Dark Sky Specialist will be a regular employee of the CITY, hired by the CITY and subject to the CITY's employment policies, procedures, and systems. Management of the Dark Sky Specialist and related programming will be shared by both the CITY and the COUNTY. Performance evaluations will be managed using the CITY'S process, with input from the COUNTY. The CITY and the COUNTY will each provide work space for the Dark Sky Specialist at their respective locations. A shared work plan for the Dark Sky Specialist will be developed, implemented, evaluated collaboratively, and agreed upon by both parties.

C. The COUNTY and the CITY will work together to develop and coordinate effective training and professional development for the Dark Sky Specialist.

3. REPORTING

A. The Dark Sky Specialist will track and record all daily activities performed in the course of employment, including, but not limited to, educational outreach and enforcement activities.

B. The Dark Sky Specialist will additionally keep accurate records of how their time has been allocated between functions performed for customers within the CITY's jurisdiction and functions performed for customers within the COUNTY's jurisdiction.

C. The Dark Sky Specialist will further create and provide semi-annual reports to the CITY and the COUNTY that accurately reflect a summary of the information required to be maintained under this Subsection. One report will be delivered on or before the first workday in April of each year, and will cover activities for the period of October through the end of March. The second report will be delivered on or before the first workday in October of each year, and will cover activities for the period of April through the end of September.

4. FUNDING.

A. The Dark Sky Specialist position is to be funded jointly by the COUNTY and the CITY with a \$10,000 contribution from Lowell Observatory for work on behalf of the city and the county. If appropriation by either party is unavailable or is terminated for whatever reason, then the obligation of the parties to this Agreement will also be terminated regarding funding for the Dark Sky Specialist position. Should funding not be available for any reason, neither the

COUNTY nor the CITY will be held responsible to continue the position or fund the position beyond the current contracted term of the Dark Sky Specialist.

B. The CITY and the COUNTY will each provide partial funding in the amount of 50% total salary for the Dark Sky Specialist position minus half of any contributions from Lowell Observatory, or other third-party contributors.

C. The COUNTY's partial funding commitment, in the amount of 50% of the total salary for the Dark Sky Specialist position (minus half of any contributions from Lowell Observatory or other third-party contributors), will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, incentive, or any other type of compensation or benefit. The CITY will consult with the COUNTY before reclassifying the Dark Sky Specialist position to a higher salary range or otherwise increasing compensation; however, compensation changes will be made consistent with CITY policies and procedures. The CITY is solely responsible for payment of the employer portion of benefits, including mandatory retirement. The CITY will provide worker's compensation coverage.

D. If appropriation by the COUNTY is unavailable or is terminated for whatever reason, the obligations of the COUNTY under this Agreement are also terminated. Upon termination of this Agreement for any reason, the City may assume the Dark Sky Specialist position as solely a City position with all enforcement contained to the City.

5. INDEMNIFICATION, NOTIFICATION, AND JOINT RESOLUTION.

The COUNTY and the CITY agree to accept responsibility and indemnify the other for any claims arising from the employment of the Dark Sky Specialist with respect to claims arising from circumstances under their respective control or on their premises. The COUNTY and the CITY each agree to promptly notify the other of any claims, complaints, or grievances made by the shared employee to allow for a joint resolution of any claim, complaint, or grievance, if desired.

6. INSURANCE.

The COUNTY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

The CITY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors and the Flagstaff City Council.

8. CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

9. NON-DISCRIMINATION.

Each PARTY warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, pregnancy, religion, sex, sexual orientation, gender identify, genetic information, age, national origin, disability, veteran status, caregiving responsibilities, or familial status shall have equal access to employment opportunities. Each PARTY shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

10. ATTORNEY APPROVALS.

By their signatures below, the undersigning attorneys do certify that this Agreement has been reviewed by them pursuant to A.R.S. § 11-952(D), and further certify that they have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona as concerns those respective parties of the Agreement represented by the undersigned attorney as indicated .

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

COCONINO COUNTY

CITY OF FLAGSTAFF

Lena Fowler, Chair
Board of Supervisors

Mayor Coral Evans

Attest:

Attest:

Lindsay Daley,
Clerk of the Board of Supervisors

City Clerk

Approved as to form:

Approved as to form:

County Attorney's Office

City Attorney's Office

Dark Sky Specialist IGA

February 4, 2020





Dark Sky Specialist

Jointly Funded Position

- The City and County have elected to share a jointly funded Dark Sky Specialist Code Compliance Officer II for a period of two years.
 - The Dark Sky Specialist is housed with the City of Flagstaff and was approved as an on-going position.
- The IGA outlines how the position will be funded and utilized by both entities as well as a reporting process.
- Lowell Observatory has also contributed funding towards the position.



Dark Sky Specialist

Background

- Changing Conditions
 - Low Pressure Sodium, among other lighting types, is now obsolete and being replaced with LEDs. This has resulted in an increase in violation cases.
- Mission Compatibility Light Pollution Study identified six strategies to keep sky brightness at an acceptable level.
 - Includes identifying and tracking lighting retrofits.
 - Creating a database of existing non-conforming lighting including fixtures, lamp types, wattages, and photos.



Dark Sky Specialist

Key Considerations

- Position provides a variety of services to the community including:
 - Education and outreach on dark sky friendly fixtures and lighting sources.
 - Working with retailers, manufacturers, and distributors to ensure compliant lighting sources are available.
 - Technical analysis using a visible light spectrometer and sky quality meter to identify lighting violations and assess dark sky conditions in the region.
 - Assists with International Dark Sky annual reporting.

Dark Sky Specialist IGA

January 7, 2020



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

:

Co-Submitter: Anja Wendel

Date: 01/27/2020

Meeting Date: 02/04/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-04: An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to enter into the Fifth Amendment to Development Agreement with Nestle Purina Petcare Company; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 4, 2020 Regular Council Meeting:

- 1) Read Ordinance No. 2020-04 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-04 by title only (if approved above)

At the February 18, 2020 Regular Council Meeting:

- 3) Read Ordinance No. 2020-04 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-04 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-04

Executive Summary:

The City entered into a Development Agreement (DA) with Nestle-Purina in 2003 to facilitate reinvestment and expansion of the company's local pet food manufacturing plant, to be financed in part through property tax relief. The expansion was a success but also resulted in additional associated odor.

The DA was amended in 2016 to facilitate an odor mitigation project, which would result in a 50% reduction of modeled ground level odor at the fence line of the Nestle-Purina property, via two Phases. Phase 1 has been completed and achieved a 44% odor reduction, exceeding the originally planned 37.5%; however, Phase 1 went over Nestle-Purina's estimated budget by \$870,000. Nestle-Purina has determined that the cost of Phase 2, as described in the DA, is prohibitive. It has the option of returning \$400,000 in property tax savings without any obligation to complete Phase 2. However, Nestle-Purina remains committed to achieving the original goal of at least 50% odor reduction and has proposed a new Phase 2 at a lower cost, which is anticipated to accomplish the 50% reduction originally intended. Staff supports Nestle-Purina's proposal.

Financial Impact:

Nestle-Purina currently pays the full property tax for its facility in Flagstaff, as the original Development Agreement has expired, leaving only the Fourth Amendment in place. Per the Fourth Amendment, if Nestle-Purina fails to implement Phase 2, Nestle-Purina is obligated to pay the sum of \$400,000, which would be property tax allocated proportionately to the receiving entities.

Policy Impact:

N/A

Connection to Council Goal, Regional Plan:

COUNCIL GOALS:

9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues.

REGIONAL PLAN:

Goal E.3. Regional economic development partners support the start up, retention, and expansion of existing business enterprises.

Has There Been Previous Council Decision on This:

Yes. Council has approved the original development agreement plus four amendments.

Options and Alternatives:

1. Approve the Fifth Amendment and allow a new, less expensive Phase 2 odor mitigation plan, which will still achieve the 50% modeled ground level odor reduction at the Nestle-Purina fence line.
2. Reject the Fifth Amendment, and in this case Nestle-Purina will need to either implement Phase 2 as it is written in the Fourth Amendment which is budgeted at \$670,000 to achieve at least a 50% modeled ground level odor reduction at the fence line or to reimburse the City and area partners \$400,000 without further odor mitigation efforts at this time. Alternatively, it could submit another proposal to City.

Background/History:

Nestle-Purina entered the market in 1976 and started employing approximately 150 residents of Flagstaff. During business operations, the company, originally Ralston Purina, was acquired by Nestle Corporation, thereby becoming Nestle-Purina. The transition brought questions about the ways that the Flagstaff plant would contribute to the global operations, and there was concern that the plant could close. A closure such as that would have a significant impact on Flagstaff's resiliency as it would reduce high paying manufacturing jobs and reduce the diversity of the economy as a whole. The City of Flagstaff was concerned that Nestle-Purina would be closed and worked with Nestle-Purina and the Department of Commerce to retain the company.

The original effort was enacted through a development agreement which reduced the property tax liability for the company's local operations in exchange for the expansion and improvement of the facility and the number of jobs in the community. Nestle Purina exceeded the goals of the original agreement and currently employs 300 individuals. The subsequent efforts intend to reduce the ground level modeled odor at their fence line.

Nestle-Purina meets regulatory thresholds for odor, as regulated by ADEQ. Nestle-Purina has voluntarily agreed to work with the City to reduce the odor impact and has provided a proposal to achieve the desired 50% reduction. The solution will have both immediate costs and, for Nestle-Purina, ongoing maintenance and energy costs to operate.

Key Considerations:

Nestle-Purina PetCare has been a long-standing community partner providing 300 Flagstaff families sustainable employment. A recent economic impact study states that NPPC provides an annual economic impact of \$54 million.

Complete reduction of the odor is practically impossible if production continues. The proposed 50% reduction of odor is expected to improve the out of doors experience for the surrounding commercial and residential areas, including the regional mall.

The odor mitigation plan is a voluntary effort in an attempt to work with the City to provide a public benefit. While implementing the odor mitigation plan will add costs to NPPC, the NPPC organization is aware of the plans to improve the shopping experience in the area, and views the effort as part of being a good neighbor and part of the community.

Community Benefits and Considerations:

The mountain air is a true amenity to the region, as is the opportunity for gainful employment.

Community Involvement:

Collaborate

Attachments: [Ord. 2019-04](#)
 [5th Amendment](#)
 [Exhibit 1 - Legal Description](#)
 [Exhibit 5 - Proposed Phase 2](#)
 [4th Amendment](#)
 [Purina Presentation](#)

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH NESTLE PURINA PETCARE COMPANY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff desires to enter into a Fifth Amendment to Development Agreement with Nestle Purina Petcare Company for the reasons set forth therein;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Fifth Amendment to the Development Agreement between the City of Flagstaff and Nestle Purina Petcare Company attached hereto is hereby approved. The Mayor of the City of Flagstaff is hereby authorized to execute the Fifth Amendment of the Development Agreement on behalf of the City and all other associated documents.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Fifth Amendment to Development Agreement

WHEN RECORDED, RETURN TO:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

The City of Flagstaff, a political subdivision of the state of Arizona ("City") and Nestle Purina PetCare Company, a Missouri corporation ("Purina") enter into this Fifth Amendment to Development Agreement effective this _____ day of _____, 2020 (the "Fifth Amendment").

RECITALS:

- A. Purina owns and operates a pet food manufacturing and warehousing facility located in the City of Flagstaff on the property legally described in Exhibit 1.
- B. City and Purina entered into a Fourth Amendment to Development Agreement, recorded on November 7, 2016 in the official records of the Coconino County, Arizona as Instrument No. 3768807 ("the Fourth Amendment"), for an odor reduction plan, in two phases, to achieve at least a 50% reduction in maximum odor from the baseline 55 dilution threshold ("D/T").
- C. Purina has implemented Phase 1 of the odor reduction plan, and achieved a 44% reduction in maximum odor, but reports that the actual costs of implementation exceeded its original estimate by \$870,000.
- D. The parties are willing to proceed with modified Phase 2, in order to achieve the original goal of at least a 50% reduction in maximum odor, and in light of the fact that costs of the odor reduction plan have exceeded original estimates.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

The Fourth Amendment to Development Agreement, sections 10, 13, and 15 are amended to read as follows (additions shown in capitalized, underlined text, and deletions shown as stricken), and Exhibit 5 to the Fourth Amendment to Development Agreement is deleted and replaced with Exhibit 5 to this Fifth Amendment to Development Agreement:

Phase 2

10. Dispersion Stacks for Dryers.

- a. Equipment. PURINA WILL EXTEND ONE(1) DRYER EXHAUST PIPE INTO A NEW TALL STACK SUPPORTED BY THE MILL BUILDING. ~~Purina will connect all dryer exhausts in a bundle and extend the exhaust piping into four or five new tall stacks supported by the mill building ("Dryer Stacks").~~ A conceptual rendering and description of the dryer stacks is attached hereto as part of Exhibit 5. PURINA WARRANTS THAT THIS MODIFIED PHASE 2 WILL NOT HAVE THE EFFECT OF LIMITING ADDITIONAL ODOR REDUCTION EFFORTS IN THE FUTURE.
- b. Cost. Purina will pay for all costs of the Dryer Stacks #3, estimated at a cost of \$250,000, \$670,000, according to Purina.
- c. Schedule. Purina shall use its reasonable efforts to obtain approval from its ultimate parent company to spend capital to install the Dryer Stacks and startup use of the Dryer Stacks on or before OCTOBER 30, 2020 ~~June 30, 2018~~. In the event Purina is unable to obtain approval for such capital expenditure, Purina will continue to use its reasonable efforts to obtain such approval as soon as possible thereafter and complete installation and startup as soon as reasonable feasible upon receipt of approval to spend the capital.
- d. Post Installation Testing. Within 60 days after installation of the Dryer Stacks, Purina at its own cost will conduct post installation testing and modeling at the property line testing point(s) using the Testing Procedures. The estimated cost is \$50,000, according to Purina. Purina will provide a summary of testing results to City.
- e. Measurable Reduction in Odor. Based on current operations, it is anticipated the Dryer Stacks (in conjunction with the ATA Stack) will reduce modeled ground-level odor at the Facility's property line by at least 50% when measured using the Testing and Modeling Procedures and compared to the Baseline Test: Maximum odor at property line 27.5 D/T (*European Method*).
- f. Maintenance and Operations. Purina will keep and operate the Dryer Stacks in good repair for at least 10 years after the technology is installed and operational. Purina will pay all ongoing repair and operational costs, including an estimated \$5,000 to \$10,000 ~~\$205,000~~ in annual energy usage and maintenance costs (FY 20 DOLLARS) (~~FY 16 dollars~~). In the event Purina desires to remove or decommission the Dryer Stacks during such 10 year period, it will implement similar (or improved) odor mitigation technology at the Facility and keep and operate in good repair such replacement odor mitigation technology for the balance of the 10 year period, not counting any time when odor mitigation equipment was not in service. Example: Dryer Stacks ~~are~~ IS taken out of service on January 1 of year 8, replacement odor mitigation technology is

installed in and becomes operational on January 1 of year 10 (equipment is out of service for 3 years): Purina will operate the replacement odor mitigation technology in good repair for at least three (3) more years. The obligations set forth herein will survive expire upon expiration of the 10 year period as described above, except in the event Purina, its successor and/or assigns ceases to operate a pet manufacturing food operation in Flagstaff altogether within the promised minimum operation period(s), this obligation shall automatically expire.

* * *

13. All other terms and conditions of the Development Agreement (as previously amended) as further amended by this Fourth Amendment AND FIFTH AMENDMENT shall remain in effect and are incorporated herein. PURSUANT TO THE NOTICE OF EXPIRATION OF DEVELOPMENT AGREEMENT RECORDED ON OCTOBER 16, 2017 IN THE OFFICIAL RECORDS OF THE COCONINO COUNTY RECORDER, INSTRUMENT NO. 3798786, ONLY THE FOURTH AMENDMENT, AS AMENDED BY THIS FIFTH AMENDMENT, REMAIN AIN ENCUMBRANCE ON THE PROPERTY.

* * *

15. The parties agree that until all requirements of this Fourth Amendment AS AMENDED BY THIS FIFTH AMENDMENT are met, general provisions related enforcement to and remedies as found in the original Development Agreement will apply (including but not limited to Section 8 Default and Remedies, Section 9 General Provisions) will apply.

NESTLE PURINA PETCARE COMPANY

By: _____

Its: _____

CITY OF FLAGSTAFF

By: Mayor Coral Evans

Attest:

By: Stacy Saltzburg, City Clerk

Approved as to form:

City Attorney's Office

Attachments:

Exhibit 1 Purina Facility property (with Map, Exhibits A, B, C and D)

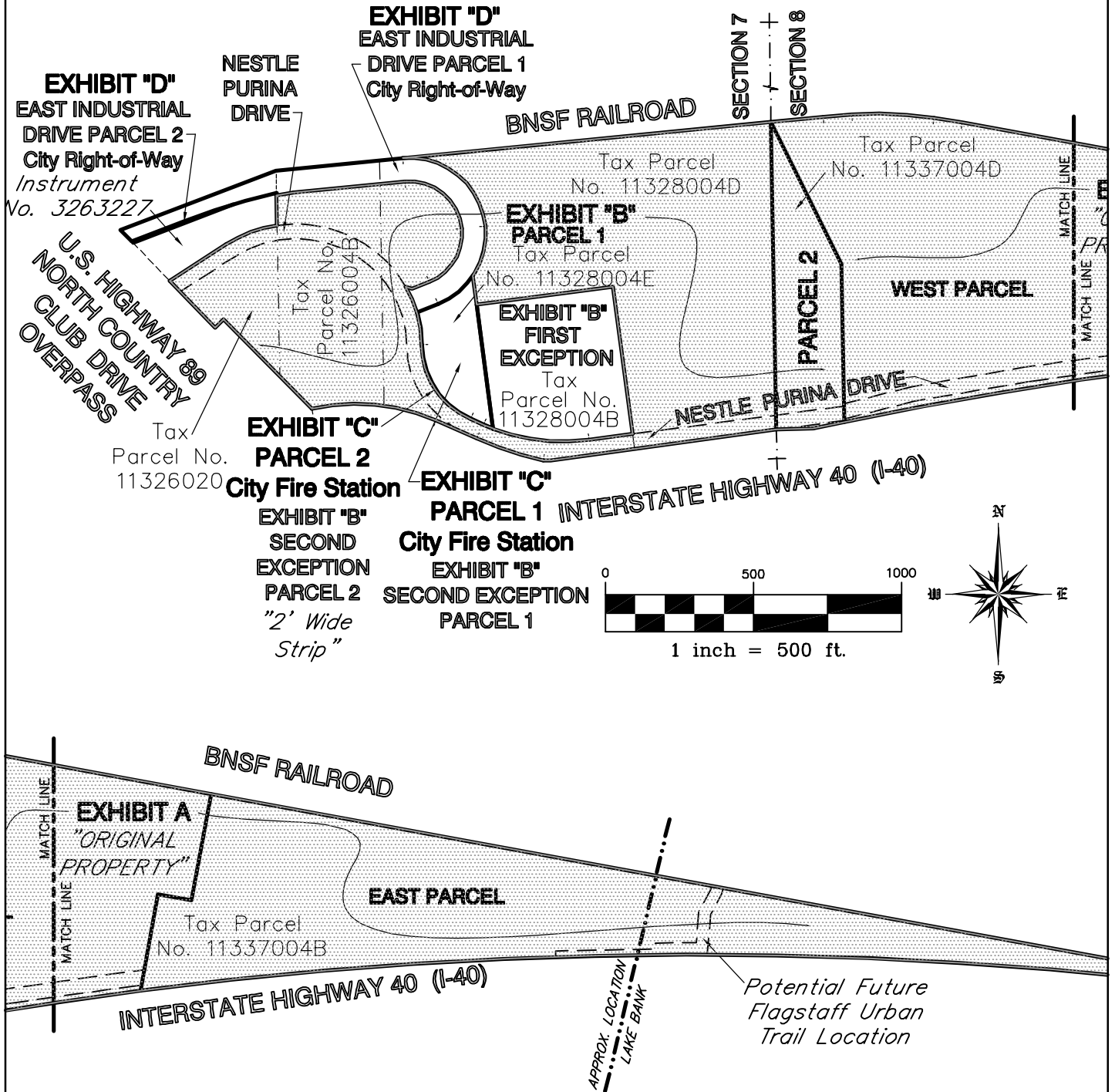
Exhibit 5 Dispersion Stack for Dryer #3

S:\Legal\Civil Matters\2014\2014-626 Purina Scrubbers Air Quality\5th Amendment 1-21-20.docx

EXHIBIT 1

PURINA PROPERTY

MAP OF EXHIBITS A, B, C, & D



INITIAL:

PROPERTY EXHIBIT

NESTLE PURINA PETCARE COMPANY PROPERTIES

**PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7
AND PART OF THE NORTH HALF OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF FLAGSTAF, COCONINO COUNTY, ARIZONA**

06/07/16

E.E.G.

EXHIBIT "A" (Original Property)

LEGAL DESCRIPTION
PURINA WEST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT" WHICH IS THE POINT OF BEGINNING; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002. THENCE

EXHIBIT A continued:

S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 80°27'22" W - 1,080.42 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 4°15'47", AN ARC DISTANCE OF 1,080.67 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EAST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A

EXHIBIT A continued:

RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002, SAID INTERSECTION BEING THE POINT OF BEGINNING. THENCE S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 89°31'08" E - 3,989.06 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 15°47'11", AN ARC DISTANCE OF 4,001.70 FEET TO THE POINT ON THE EAST LINE OF SAID NORTH HALF OF SECTION 8, FROM WHICH AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES S 81°37'31" E A DISTANCE OF 0.19 FOOT; THENCE N 00°21'19" E A DISTANCE OF 9.94 FEET ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 8 TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS AND FROM SAID SET RE-BAR, AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES N 01°35'58" E A DISTANCE OF 2.48 FEET; THENCE N 79°36'47" W (N 79°40'09" W & N 79°43'03" W REC.) A DISTANCE OF 3,812.96 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EASEMENT

A STRIP OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID STRIP OF LAND BEING MORE PARTICULARLY DEFINED AS LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE

EXHIBIT A continued:

OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT"; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO THE POINT OF BEGINNING OF CENTERLINE (SIDE LINES OF STRIP BEGIN ON SAID WEST BOUNDARY OF THE "PURINA TRACT"); THENCE N 75°42'07" E A DISTANCE OF 237.77 FEET; THENCE N 80°14'11" E A DISTANCE OF 384.51 FEET; THENCE N 82°03'30" E A DISTANCE OF 469.59 FEET TO THE POINT OF TERMINUS OF CENTERLINE ON THE EAST BOUNDARY OF THE "PURINA WEST PARCEL", SAID POINT LIES N 80°27'22" E A DISTANCE OF 1,080.42 FEET, THENCE N 10°22'23" E A DISTANCE OF 45.84 FEET FROM SAID SOUTHWEST CORNER OF THE "PURINA TRACT" (SIDE LINES OF STRIP END ON SAID EAST BOUNDARY OF THE "PURINA WEST PARCEL").

EXHIBIT "B" (Additional Property)

PARCEL 1 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD AND NORTHERLY OF THE INTERSTATE 40 RIGHT OF WAY AND OFF RAMP AS SHOWN ON THE ADOT RIGHT OF WAY MAP PROJECT # I-40-4-701, SHEET 5 OF 5 DATED 1973 (HEREINAFTER REFERRED TO AS R2) AND EAST OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS, AND EXCEPT THAT CERTAIN PARCEL OF LAND SET FORTH IN A SPECIAL WARRANTY DEED TO ADOT AND RECORDED IN INSTRUMENT 3390420 (HEREINAFTER REFERRED TO AS R6) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7, A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE EAST LINE OF SECTION 7 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE EAST LINE OF SECTION 7 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 486.55 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 286.32 FEET TO A POINT WHICH LIES ALONG THE EAST WEST MID SECTION LINE OF SECTION 7; THENCE SOUTH 89°50'25" WEST ALONG SAID EAST WEST MID SECTION LINE, A DISTANCE OF 24.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 236.69 FEET, THROUGH A CENTRAL ANGLE OF 12°22'28", THE RADIUS OF WHICH IS 1095.92 FEET, WITH A CHORD BEARING OF NORTH 71°22'37" WEST, AND WITH A CHORD LENGTH OF 236.23 FEET, THENCE NORTH 66°35'27" WEST A DISTANCE OF 150.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 428.93 FEET, THROUGH A CENTRAL ANGLE OF 35°47'31", THE RADIUS OF WHICH IS 686.63 FEET, WITH A CHORD BEARING OF NORTH 84°31'14" WEST, AND WITH A CHORD LENGTH OF 421.99 FEET, TO THE SOUTHEASTERLY CORNER OF SAID R6; THENCE NORTH 44°48'59" WEST A DISTANCE OF 423.38 FEET TO THE NORTHEASTERLY CORNER OF R6; THENCE SOUTH 45°11'28" WEST A DISTANCE OF 40.00 FEET TO A POINT WHICH LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 44°04'37" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 220.05 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3263227; THENCE NORTH 57°11'14" EAST A DISTANCE OF 227.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE THE ARC LENGTH OF WHICH IS 185.05 FEET, THROUGH A CENTRAL ANGLE OF 24°24'32", THE RADIUS OF WHICH IS 434.37 FEET, WITH A CHORD BEARING OF NORTH 69°24'18" EAST, AND WITH A CHORD LENGTH OF 183.65 FEET, TO THE SOUTHEASTERLY CORNER OF SAID INSTRUMENT 3263227; THENCE NORTH 01°04'11" WEST A DISTANCE OF 109.74 FEET TO THE NORTHEASTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 324.48 FEET, THROUGH A CENTRAL ANGLE OF 07°23'37", THE RADIUS OF WHICH IS 2514.51 FEET, WITH A CHORD BEARING OF SOUTH 72°50'29" WEST, AND WITH A CHORD LENGTH OF 324.25 FEET; THENCE SOUTH 69°08'29" WEST A DISTANCE OF 191.45 FEET; TO THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 43°46'26" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 54.29 FEET TO A POINT WHICH LIES ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY; THENCE NORTH 69°09'46" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 561.60 FEET TO AN ANGLE POINT; THENCE NORTH 84°23'34" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1679.81 FEET TO A POINT WHICH LIES ALONG THE EAST LINE OF SECTION 7; THENCE SOUTH 01°10'00" EAST ALONG SAID EAST LINE, A DISTANCE OF 1037.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3417898 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE ABOVE REFERENCED "POINT A"; THENCE NORTH 07°46'52" WEST A DISTANCE OF 50.59 FEET TO A FOUND 1/2" REBAR AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°28'39" WEST A DISTANCE OF 147.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 330.15 FEET, THROUGH A CENTRAL ANGLE OF 27°57'31", THE RADIUS OF WHICH IS 676.58 FEET, WITH A CHORD BEARING OF NORTH 83°32'02" WEST, AND WITH A CHORD LENGTH OF 326.88 FEET; THENCE NORTH 07°32'26" WEST A DISTANCE OF 422.82 FEET; THENCE NORTH 82°31'11" EAST A DISTANCE OF 464.96 FEET; THENCE SOUTH 07°31'15" EAST A DISTANCE OF 501.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN SPECIAL WARRANTY DEED AS 2008-3491528 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21

EXHIBIT B continued:

MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

AND PARCEL 2 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40, SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY AND WEST OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE RALSTON PURINA PROPERTY AS RECORDED IN INSTRUMENT 3242297, HEREINAFTER REFERRED TO AS R5, SAID PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8; A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 8 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 8 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 1037.83 FEET TO THE NORTHWEST CORNER OF SAID RALSTON PURINA PROPERTY; THENCE SOUTH 26°36'03" EAST A DISTANCE OF 535.54 FEET TO AN ANGLE POINT ALONG THE WEST LINE OF THE RALSTON PURINA PARCEL; THENCE SOUTH 01°10'00" EAST A DISTANCE OF 533.05 FEET TO THE SOUTHWEST CORNER OF SAID RALSTON PURINA PARCEL, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 107.47 FEET, THROUGH A CENTRAL ANGLE OF 00°25'26", THE RADIUS OF WHICH IS 14523.95 FEET, WITH A CHORD BEARING OF SOUTH 78°03'40" WEST, AND WITH A CHORD LENGTH OF 107.47 FEET; THENCE SOUTH 88°20'38" WEST A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING. THE COMBINED AREA OF PARCELS 1 AND 2 IS 39.041 ACRES, MORE OR LESS

EXHIBIT "C" (Fire Station Parcel)

PARCEL NO. 1

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21 MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A

EXHIBIT C continued:

REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D" (Industrial Drive)

A PARCEL OF LAND, SAID PARCEL BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 3510883 (R) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS" IN (R), THENCE N 43° 36' 39" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, FOR A DISTANCE OF 54.27 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE N 69° 20' 45" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 561.61 FEET TO A POINT; THENCE N 84° 34' 36" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 429.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 255.92 FEET, FOR A DISTANCE OF 402.00 FEET, THE CHORD OF SAID CURVE BEARS S 50° 25' 24" E FOR 361.92 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 39° 38' 47" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 177.13 FEET, THE CHORD OF SAID CURVE BEARS S 14° 23' 55" E FOR 173.62 FEET, TO POINT ON SAID CURVE, SAID POINT BEING THE NORTHEAST PARCEL CORNER OF EXCEPTION PARCEL NO. 1 DESCRIBED IN INSTRUMENT NO. 3510883; THENCE CONTINUE SOUTHWESTERLY ALONG THE NORTHERLY PARCEL LINE OF SAID PARCEL 1, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34° 15' 08" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 153.03 FEET, THE CHORD OF SAID CURVE BEARS S 51° 20' 57" W FOR 150.76 FEET, TO A POINT OF TANGENCY; THENCE S 68° 28' 31" W, ALONG SAID NORTHERLY PARCEL LINE, FOR A DISTANCE OF 76.99 FEET TO A NONTANGENT POINT OF CURVATURE, SAID POINT BEING THE EASTERLY EASEMENT LINE OF A 50 FOOT EASEMENT DESCRIBED IN DOCKET 547. PAGE 696; THENCE NORTHERLY ALONG SAID EASTERLY EASEMENT LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13° 42' 57" AND A RADIUS OF 397.90 FEET, FOR A DISTANCE OF 95.25 FEET, THE CHORD OF SAID CURVE BEARS N 22° 48' 03" W FOR 95.02 FEET, TO A NONTANGENT POINT; THENCE S 69° 51' 20" E FOR A DISTANCE OF 22.56 FEET TO A POINT; THENCE N 68° 28' 31" E FOR A DISTANCE OF 62.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73° 53' 55" AND A RADIUS OF 175.98 FEET, FOR A DISTANCE OF 226.97 FEET, THE CHORD OF SAID CURVE BEARS N 31° 31' 33" E FOR 211.57 FEET, TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 175.92 FEET, FOR A DISTANCE OF 276.33 FEET, THE CHORD OF SAID CURVE BEARS N 50° 25' 24" W FOR 248.79 FEET, TO A POINT OF TANGENCY; THENCE S 84° 34' 36" W FOR A DISTANCE OF 377.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06° 02' 13" AND A RADIUS OF 558.50, FOR A DISTANCE OF 58.85 FEET, THE CHORD OF SAID CURVE BEARS S 81° 33' 29" W FOR 58.82 FEET, TO A NONTANGENT POINT ON THE EAST PARCEL LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 3263227 (R1); THENCE N 00° 51' 02" W, ALONG SAID EAST PARCEL LINE, FOR A DISTANCE OF 8.27 FEET TO THE NORTHEAST PARCEL CORNER OF SAID PARCEL (R1), SAID POINT BEING A NONTANGENT POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE NORTH PARCEL LINE OF SAID PARCEL (EL), ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 26' 05" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 150.74 FEET, THE CHORD OF SAID CURVE BEARS S 74° 59' 38" W FOR 150.72 FEET, TO A POINT; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173.71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

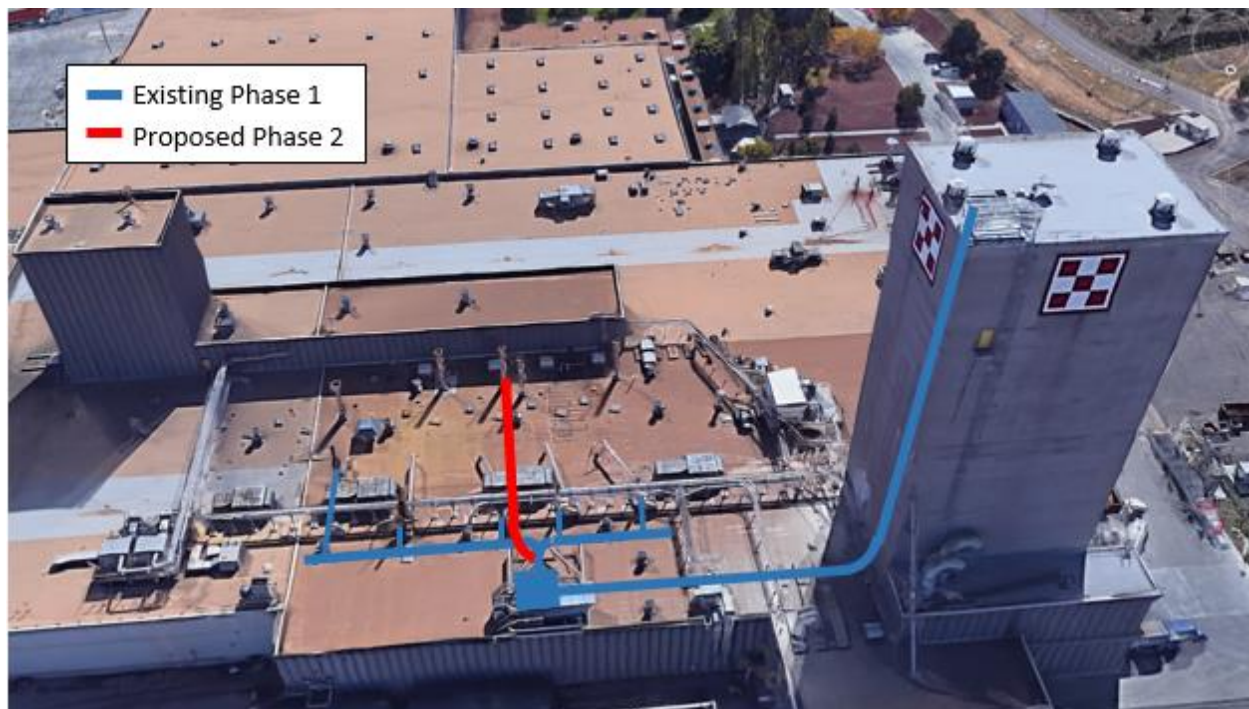
PARCEL NO. 2: (Original Parcel 8)

A PARCEL OF LAND, SAID PARCEL OF LAND BEING A PORTION OF THAT PARCEL AS DESCRIBED IN INSTRUMENT NO. 3263227 (R1) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS" IN (R1), THENCE S 43° 37' 04" E, ALONG THE WESTERLY PARCEL LINE OF SAID PARCEL (R1), FOR A DISTANCE OF 6.52 FEET TO A POINT; THENCE N 69° 19' 04" E, FOR A DISTANCE OF 362.52 FEET TO A POINT ON THE NORTH PARCEL LINE OF SAID PARCEL (R1), SAID POINT BEING THE POINT OF CUSP OF A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173.71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

EXHIBIT 5

PHASE 2 DRYER STACKS



In Phase 1, Nestlé Purina Flagstaff built an odor mitigation stack up the side of the Mill Building at the height of 200 feet from ground level. This stack incorporated the air exhaust streams of the five (5) Extruder air-takeaway (ATA) systems into one collected pipe, blowing the exhaust air at a higher altitude, thereby reducing ground level odors in the area. This phase achieved a reduction in maximum odor of 44%, which was higher than the target for Phase I. In order to achieve the full 50% reduction per the original agreement, Purina will install a “tie-in” of a Dryer exhaust stream into this odor mitigation stack. The work will consist of initial expenditures of exhaust piping, ducting, electrical, and engineering, and all subsequent ongoing repair and operational costs to keep the tie-in functioning at optimal operational range.

2016 178A4

Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

The City of Flagstaff, a political subdivision of the state of Arizona ("City") and Nestle Purina Petcare Company, a Missouri corporation ("Purina") enter into this Fourth Amendment to Development Agreement effective this 6th day of October, 2016 (the "Fourth Amendment").

RECITALS:

- A. This Fourth Amendment is intended to further purposes of the Development Agreement (as hereinafter defined) and achieve a 50% reduction in modeled ground level odor concentrations along the Purina facility's property line in Flagstaff, Arizona and identified in Exhibit 1 (which includes Exhibits A, B, C, and D), with such reduction determination to be based on the Testing and Modeling Procedures (defined in Section 5 below).
- B. In 2003 the City and Purina entered into a Development Agreement recorded on June 25, 2003 as Instrument No. 3207666, Official Records of Coconino County, Arizona ("Development Agreement") in connection with Purina's expansion of its pet food manufacturing and warehousing facility located in the City of Flagstaff.
- C. Pursuant to the Development Agreement, title to the Original Property (Exhibit A) and Purina's manufacturing facility located thereon (the "Facility") were conveyed to the City and leased back by the City to Purina under the terms and conditions of a Government Property Lease entered into pursuant the provisions of A.R.S. § 42-6201, *et seq.* (as previously amended, the "Lease"). The form of Lease was recorded along with the original Development Agreement in Instrument No. 3207666, Official Records of the Coconino County, Arizona ("Lease").
- D. In 2008 as approved in Ordinance No. 2008-16 the City and Purina entered into a First Amendment to Development Agreement recorded on June 26, 2008 as Instrument No. 3491226, Official Records of the Coconino County, Arizona ("First Amendment") in connection with approximately 34.28 net acres of additional real property legally described in Exhibit B ("Additional Property") for the purpose constructing a 94,000 square foot warehouse space addition, and parking facilities for employees and trailers, all as part of a further expansion of the Facility.
- E. Pursuant to the First Amendment, title to the Additional Property and the expanded Facility ("Expanded Facility") were conveyed to the City and leased back by the City to

Purina under the terms and conditions of the Lease (which was also amended). The Special Warranty deed conveying the Additional Property to the City was recorded on January 16, 2009, Instrument No. 3510883, Official Records of the Coconino County, Arizona. The First Amendment to the Lease was recorded on January 16, 2009, Instrument No. 3510882, Official Records of the Coconino County, Arizona ("First Amendment to Lease").

- F. In 2008 pursuant to the First Amendment, the City purchased approximately two (2) acres of the Additional Property from Purina as legally described in Exhibit C ("Fire Station Parcel"), and as conveyed by Special Warranty Deed recorded on June 27, 2008 as Instrument No. 3491528 in the Official Records of the Coconino County, Arizona.
- G. In 2015 pursuant to the Development Agreement, Purina conveyed real property to the City for Industrial Drive by Quit Claim deed as recorded on January 1, 2015 as Instrument No. 3711317, Official Records of the Coconino County, Arizona, and as legally described in Exhibit D ("Industrial Drive Parcel").
- H. The original purposes of the Development Agreement as amended by the First Amendment were to help fund expansions of the Purina facilities ("Expansions") so as to provide new stable, good-paying employment opportunities for Flagstaff residents; provide for purchase of the Fire Station Parcel, and conveyance of the Industrial Drive Parcel; and provide certain other benefits (collectively "Benefits") via Purina's projected total tax savings of \$3,928,964.00. This total represents the actual tax savings under the original Development Agreement of \$481,964.00, plus the projected tax savings under the First Amendment of \$3,447,000.00.
- I. The parties have been performing the terms and conditions of the Development Agreement (as amended) and underlying Lease (as amended), and these agreements were initially scheduled to expire on or about October 14, 2015.
- J. Purina's actual tax savings under the First Amendment are \$2,522,770.00, or approximately \$924,230.00 less than projected.
- K. The Purina Expansions have enabled a substantial increase in production of pet food at the Facility, and there are associated emissions to the atmosphere.
- L. Purina has an Air Quality Control Permit from the Arizona Department of Environmental Quality ("ADEQ") and this Fourth Amendment is not being required by ADEQ or the parties for compliance with applicable laws, rules and regulations regarding its emissions to the atmosphere.
- M. On September 15, 2015 pursuant to A.R.S. § 42-6203.A.4 the City and Purina entered into a Second Amendment to Development Agreement in order to temporarily extend the Agreement and underlying Lease for a period commencing on October 14, 2015 and

continuing for up to six (6) months (April 15, 2016) to further the original purposes of the Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably reduce odor. This document was recorded on September 8, 2016 as Instrument No. 3762680 in the Official Records of the Coconino County, Arizona.

- N. On March 1, 2016 pursuant to A.R.S. § 42-6203.A.4 the City and Purina entered into a Third Amendment to Development Agreement in order to temporarily extend the Agreement and underlying Lease for a period commencing on April 15, 2016 and continuing for up to six (6) months to further the original purposes of the Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably reduce odor. This document was recorded on September 9, 2016 as Instrument No. 3762827 in the Official Records of the Coconino County, Arizona.
- O. This Fourth Amendment will extend the Development Agreement until October 15, 2017 for the purposes stated herein.
- P. The Second, Third, and Fourth Amendments, resulting in extensions of the Development Agreement from October 14, 2015 through October 15, 2017 may result in a tax savings of approximately \$800,000.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

In General

1. Purpose. The purpose of this Fourth Amendment is to further the purposes of the original Development Agreement and achieve a 50% reduction in modeled ground-level odor concentrations (based on the Testing and Modeling Procedures) from the Facility.
2. Phases. There are two (2) proposed phases of odor minimization as described herein. The first two phases will be funded in part by property tax savings.
3. Extension Period. The Development Agreement is hereby extended until October 15, 2017. The estimated tax savings for Purina over the two tax years covered by the extension from October 15, 2015 to October 15, 2017 is approximately \$800,000.00.
4. Fourth Amendment to Lease. The term of the Lease (as amended) shall be extended to October 15, 2017. To accomplish this, the parties shall execute a Fourth Amendment to Lease in the form attached hereto as Exhibit 2.

5. How Odor is Measured (D/T). A dilution threshold measures how many unit volumes of odor free air are needed to dilute one (1) unit volume of odorous air to the point where odor is no longer detectible by the average person. A liter is typically used as the unit volume.
6. Testing and Modeling Procedures. Testing and Modeling Procedures are intended to provide a reasonably accurate measure of odors at the designated receptor point(s) at the property line, measured in terms of dilutions per threshold (D/T). Testing and Modeling Procedures are more fully described in Brown & Caldwell technical memorandum dated May 23, 2016 attached hereto as Exhibit 3 ("Testing and Modeling Procedures"). Testing and Modeling Procedures used before and after each Phase will be based on the same operational assumptions, conditions, and factors so as to achieve an accurate comparison of before and after results.
7. Baseline Test. Purina in consultation with Brown & Caldwell has conducted baseline testing and modeling of odors at the designated testing points at the property line ("Baseline Test") using the Testing and Modeling Procedures, at its own costs. The Baseline Test measures odor in terms of a dilutions per threshold (D/T) (D/T's are further described in Exhibit 3). Based on current operations at the Facility, the Baseline Test shows the following: Maximum odor at property line 55 D/T (*European method*). A copy of the Brown & Caldwell technical memorandum dated May 23, 2016 describing baseline testing and modeling and possible odor solutions is attached hereto as Exhibit 3.
8. Permits and Approvals. Purina at its own expense will obtain all necessary governmental permits and approvals for the odor reduction equipment and measures described herein. Purina will obtain any necessary approvals from ADEQ for modification of its Air Quality Permit No. 58866, as amended by No. 60197, and as may be amended or superseded.

Phase 1

9. Dispersion Stack for Extruder Air Take Aways.
 - a. Equipment. Purina will combine all five (5) extruder air take aways into one new tall stack supported by the mill building to disperse exhaust higher into the atmosphere ("ATA Stack") A conceptual rendering and description of the ATA Stack is attached hereto as Exhibit 4.
 - b. Cost. Purina will pay for all costs of the ATA Stack, estimated at a cost of \$430,000, according to Purina.
 - c. Schedule. Purina shall use its reasonable efforts to obtain approval from its ultimate parent company to spend capital to install the ATA Stack and startup use of the ATA Stack on or before April 30, 2017. In the event Purina is unable to obtain approval

for such capital expenditure, Purina will continue to use its reasonable efforts to obtain such approval as soon as possible thereafter and complete installation and startup as soon as reasonably feasible upon receipt of approval to spend the capital.

- d. Post Installation Testing. Within 60 days after installation of the ATA Stack, Purina at its own cost will conduct post installation testing and modeling at the property line using the Testing and Modeling Procedures. The estimated cost is \$50,000.00, according to Purina. Purina will provide a summary of such testing results to City.
- e. Measurable Reduction in Odor. Based on current operations, it is anticipated the ATA Stack will reduce modeled ground-level odor at the Facility's property line by approximately 35% when measured using the Testing and Modeling Procedures and compared to the Baseline Test: Maximum odor at property line 35.75 D/T (*European method*)
- f. Maintenance and Operations. Purina will keep and operate the ATA Stack in good repair for at least 10 years after the technology is installed and operational. Purina will pay all ongoing repair and operational costs for the ATA Stack, including an estimated \$67,000 in annual energy usage costs (FY 16 dollars). In the event Purina desires to remove or decommission the ATA Stack during such 10 year period, it will implement similar (or improved) odor mitigation technology at the Facility and keep and operate in good repair such replacement odor mitigation technology for the balance of the 10 year period, not counting any time when odor mitigation equipment was not in service. Example: ATA Stack is taken out of service on January 1 of year 8, replacement odor mitigation technology is installed in and becomes operational on January 1 of year 10 (equipment is out of service for 3 years): Purina will operate the replacement odor mitigation technology in good repair for at least three (3) more years. The obligations set forth herein will survive upon expiration of the 10 year period as described above, except in the event Purina, its successor and/or assigns ceases to operate a pet manufacturing food operation in Flagstaff altogether within the promised minimum operation period(s), this obligation shall automatically expire.

Phase 2

10. Dispersion Stacks for Dryers.

- a. Equipment. Purina will connect all dryer exhausts in a bundle and extend the exhaust piping into four or five new tall stacks supported by the mill building ("Dryer Stacks"). A conceptual rendering and description of the dryer stacks is attached hereto as part of Exhibit 5
- b. Cost. Purina will pay for all costs of the Dryer Stacks, estimated at a cost of \$670,000, according to Purina.

- c. Schedule. Purina shall use its reasonable efforts to obtain approval from its ultimate parent company to spend capital to install the Dryer Stacks and startup use of the Dryer Stacks on or before June 30, 2018. In the event Purina is unable to obtain approval for such capital expenditure, Purina will continue to use its reasonable efforts to obtain such approval as soon as possible thereafter and complete installation and startup as soon as reasonable feasible upon receipt of approval to spend the capital.
- d. Post Installation Testing. Within 60 days after installation of the Dryer Stacks, Purina at its own cost will conduct post installation testing and modeling at the property line testing point(s) using the Testing Procedures. The estimated cost is \$50,000.00, according to Purina. Purina will provide a summary of testing results to City.
- e. Measurable Reduction in Odor. Based on current operations, it is anticipated the Dryer Stacks (in conjunction with the ATA Stack) will reduce modeled ground-level odor at the Facility's property line by at least 50% when measured using the Testing and Modeling Procedures and compared to the Baseline Test: Maximum odor at property line 27.5 D/T (*European Method*).
- f. Maintenance and Operations. Purina will keep and operate the Dryer Stacks in good repair for at least 10 years after the technology is installed and operational. Purina will pay all ongoing repair and operational costs, including an estimated \$205,000 in annual energy usage costs (FY 16 dollars). In the event Purina desires to remove or decommission the Dryer Stacks during such 10 year period, it will implement similar (or improved) odor mitigation technology at the Facility and keep and operate in good repair such replacement odor mitigation technology for the balance of the 10 year period, not counting any time when odor mitigation equipment was not in service. Example: Dryer Stacks are taken out of service on January 1 of year 8, replacement odor mitigation technology is installed in and becomes operational on January 1 of year 10 (equipment is out of service for 3 years): Purina will operate the replacement odor mitigation technology in good repair for at least three (3) more years. The obligations set forth herein will survive expire upon expiration of the 10 year period as described above, except in the event Purina, its successor and/or assigns ceases to operate a pet manufacturing food operation in Flagstaff altogether within the promised minimum operation period(s), this obligation shall automatically expire.

Possible Additional Evaluation.

- 11. Possible Additional Work. In the event the post-installation Testing and Modeling Results of Phases 1 and 2 do not reduce modeled ground-level odor at the Facility's property line by at least 50% when measured using the Testing and Modeling Procedures and compared to the Baseline Test, Purina will evaluate additional odor mitigation measures at its own expense. Possible additional mitigation techniques include those set forth in the Brown & Caldwell technical memorandum (Exhibit 3).

Purina will be responsible for determining appropriate technology and operations management to be used and the schedule for implementation, if any.

12. Good Faith Review. On or before October 15, 2020 City and Purina, including any successor or assigns, will meet to review the progress on odor reduction at the Facility and to discuss intentions and long term solutions to achieving and maintaining the purposes of the Fourth Amendment.

FUTS Trail

13. Flagstaff Urban Trail System ("FUTS" trail). As additional consideration for this Fourth Amendment to Development Agreement, on or before April 1, 2017 Purina shall grant to the City an easement for the Flagstaff Urban Trail System across Coconino County Assessor Parcel No. 11337004B. The easement will be in a mutually agreed location. The minimum width of the easement is twenty-five (25) feet and may be as wide as forty (40) feet in places. The approximate location of the easement is identified in the map included as part of Exhibit 1. A conceptual rendering is attached hereto as Exhibit 6. A copy of the easement to be executed is attached hereto as Exhibit 7. In addition, Purina, its successors and/or assigns will grant City a temporary construction permit across the Purina property adjoining the FUTS trail easement area as may be reasonably necessary for construction of such segment of the FUTS trail at time City is ready to proceed with construction. City understands and agrees that construction of, maintenance of and the trail itself must not interfere with Purina's storm water outflow or other factory operations. City shall not be required to pay any funds to Purina, its successors and/or assigns for the value of the FUTS trail easement and temporary construction permit. City will be responsible for obtaining and paying for the legal descriptions and maps for such grants, as well as costs of construction of the FUTS trail, performing (and paying for) maintenance of the FUTS trail (and surrounding property within the easement area). This paragraph shall survive expiration of the Development Agreement.

Harmonization

13. All other terms and conditions of the Development Agreement (as previously amended) as further amended by this Fourth Amendment shall remain in effect and are incorporated herein.
14. The parties agree that Exhibit 1 as attached hereto is intended to reflect the current status of the Purina and City properties respectively.
15. The parties agree that until all requirements of this Fourth Amendment are met, general provisions related enforcement to and remedies as found in the original Development Agreement will apply (including but not limited to Section 8 Default and Remedies, Section 9 General Provisions) will apply.

16. Upon City's reconveyance of the property and facility to Purina following October 15, 2017, Purina will execute any mutually agreed documents as are reasonably necessary to accomplish the intended property transfers for Industrial Drive and Fire Station and the FUTS trail to City in the event chain of title is not clear.

Contingency

17. If on or before October 15, 2020, Purina installs the equipment called for by both Phases 1 and 2 of this agreement and achieves a modeled ground-level odor reduction at the Facility's property line of less than 50% (when measured using the Testing and Modeling Procedures and compared to the Baseline Test), Purina shall pay to City the percentage of \$800,000 that corresponds with the amount of modeled ground-level odor reduction achieved at the Facility:

Odor Reduction using the Testing and Modeling Procedures and compared to the Baseline Test		
Modeled Percent Reduction is at least	Modeled D/T is at most	Repayment of 2017 & 2018 Property Tax Savings
50%	27.5	0%
45%	30.25	10%
40%	33	20%
30%	38.5	40%
20%	44	60%
10%	49.5	80%
<10%		100%

Notwithstanding the foregoing table, if Purina installs and operates the equipment required by Phase 1, but not Phase 2 (as both phases are described above), Purina will refund \$400,000 to City. For the avoidance of doubt, the table above is intended to apply if Purina has completed both phases 1 and 2, but Purina has not achieved a 50% or greater reduction in modeled ground-level odor (when measured using the Testing and Modeling Procedures and compared to the Baseline Test), as further described in the first paragraph of this section.

Amounts owed under this Section 17 shall be paid by Purina on or before December 31, 2020. For the avoidance of doubt, if Purina installs the equipment required by this Agreement and achieves a modeled ground-level odor reduction at the Facility's property line equal to 50% or greater (when measured using the Testing and Modeling Procedures and compared to the Baseline Test), then Purina shall not have any obligation to repay tax savings.

City will be responsible for distributing the funds in proportionate shares to the governmental entities (City, County, FUSD) that normally would have received a share of property taxes in the 2015-2017 time period. This provision will survive expiration or termination of the Fourth Amendment to the Development Agreement and underlying Lease until the amount owing, if any, is paid. In the event a payment obligation under this Section 17 is triggered, the City shall have the right to file a lien against any real property owned by Purina, its successors and assigns until Purina has paid the City the amount owed hereunder. In the event the amount owing, if any, is not paid on or before December 31, 2010, interest shall accrue on such amount at 3% annually. If the City files a lien against Purina's property pursuant to the foregoing, then once Purina has paid the amount owed hereunder, upon written request of Purina, City will promptly record a lien release.

18. If Purina fails to install and operate the equipment required by Phase 1 and Phase 2 of this Agreement by October 15, 2020, then the following shall apply:

- a. Purina shall pay the City \$708,000 (\$800,000 less the value of the FUTS easement), plus simple interest at a rate of three percent (3%) per year, with interest beginning effective as of the date when Purina would have been obligated to pay such taxes absent this Agreement. Such interest shall be applied to the amount of taxes that would have been owed as of such date, meaning the first year interest only applies to \$308,000, and after the second year interest applies to all \$708,000.
- b. City will retain the FUTS easement (valued at \$92,000).

NESTLE PURINA PETCARE COMPANY



By: Rock A. Foster

Its: Chief Financial Officer

CITY OF FLAGSTAFF



By: Mayor Nabours

Attest:

Elizabeth Burke

By: Elizabeth Burke, City Clerk

Approved as to form:

Mija Wendel

By: Mija Wendel

City Attorney's Office

Attachments:

Exhibit 1 Purina Facility property (with Map, Exhibits A, B, C and D)

Exhibit 2 Fourth Amendment to Lease

Exhibit 3 Brown & Caldwell technical memorandum dated May 23, 2016

Exhibit 4 Dispersion Stack for Extruder Air Take Aways

Exhibit 5 Dispersion Stacks for Dryers

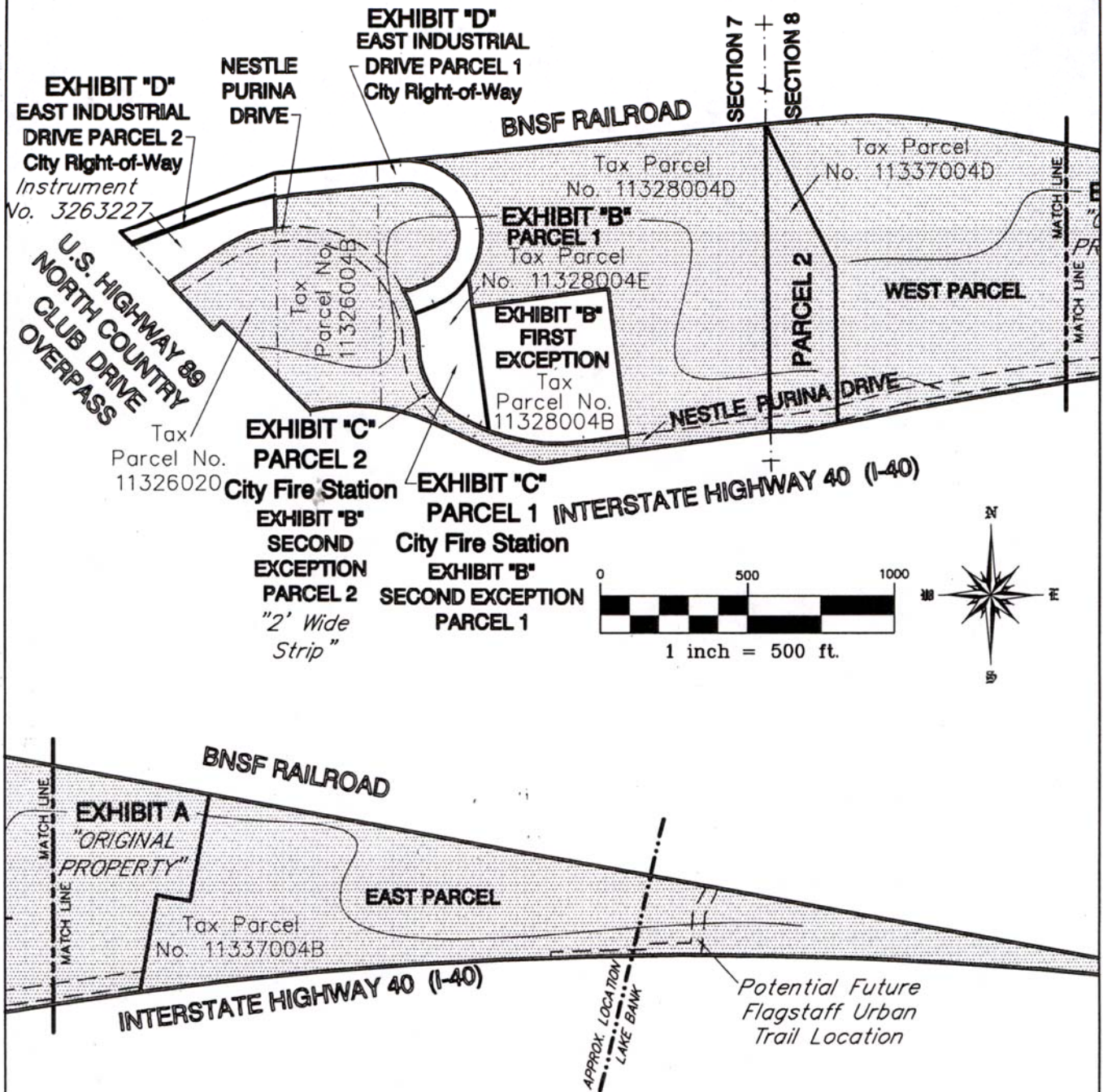
Exhibit 6 Conceptual map of FUTS trail easement

Exhibit 7 Form of FUTS trail easement

EXHIBIT 1

PURINA PROPERTY

MAP OF EXHIBITS A, B, C, & D



INITIAL:

PROPERTY EXHIBIT NESTLE PURINA PETCARE COMPANY PROPERTIES

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7
AND PART OF THE NORTH HALF OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF FLAGSTAF, COCONINO COUNTY, ARIZONA

06/07/16

E.E.G.

FOR LOCATION PURPOSES ONLY

EXHIBIT "A" (Original Property)

LEGAL DESCRIPTION
PURINA WEST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT" WHICH IS THE POINT OF BEGINNING; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002. THENCE

EXHIBIT A continued:

S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 80°27'22" W - 1,080.42 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 4°15'47", AN ARC DISTANCE OF 1,080.67 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EAST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT"; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A

EXHIBIT A continued:

RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002, SAID INTERSECTION BEING THE POINT OF BEGINNING. THENCE S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 89°31'08" E - 3,989.06 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 15°47'11", AN ARC DISTANCE OF 4,001.70 FEET TO THE POINT ON THE EAST LINE OF SAID NORTH HALF OF SECTION 8, FROM WHICH AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES S 81°37'31" E A DISTANCE OF 0.19 FOOT; THENCE N 00°21'19" E A DISTANCE OF 9.94 FEET ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 8 TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS AND FROM SAID SET RE-BAR, AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES N 01°35'58" E A DISTANCE OF 2.48 FEET; THENCE N 79°36'47" W (N 79°40'09" W & N 79°43'03" W REC.) A DISTANCE OF 3,812.96 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EASEMENT

A STRIP OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID STRIP OF LAND BEING MORE PARTICULARLY DEFINED AS LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55" E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E - 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE

EXHIBIT A continued:

OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT"; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO THE POINT OF BEGINNING OF CENTERLINE (SIDE LINES OF STRIP BEGIN ON SAID WEST BOUNDARY OF THE "PURINA TRACT"); THENCE N 75°42'07" E A DISTANCE OF 237.77 FEET; THENCE N 80°14'11" E A DISTANCE OF 384.51 FEET; THENCE N 82°03'30" E A DISTANCE OF 469.59 FEET TO THE POINT OF TERMINUS OF CENTERLINE ON THE EAST BOUNDARY OF THE "PURINA WEST PARCEL", SAID POINT LIES N 80°27'22" E A DISTANCE OF 1,080.42 FEET, THENCE N 10°22'23" E A DISTANCE OF 45.84 FEET FROM SAID SOUTHWEST CORNER OF THE "PURINA TRACT" (SIDE LINES OF STRIP END ON SAID EAST BOUNDARY OF THE "PURINA WEST PARCEL").

EXHIBIT "B" (Additional Property)

PARCEL 1 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD AND NORTHERLY OF THE INTERSTATE 40 RIGHT OF WAY AND OFF RAMP AS SHOWN ON THE ADOT RIGHT OF WAY MAP PROJECT # I-40-4-701, SHEET 5 OF 5 DATED 1973 (HEREINAFTER REFERRED TO AS R2) AND EAST OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS, AND EXCEPT THAT CERTAIN PARCEL OF LAND SET FORTH IN A SPECIAL WARRANTY DEED TO ADOT AND RECORDED IN INSTRUMENT 3390420 (HEREINAFTER REFERRED TO AS R6) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7, A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE EAST LINE OF SECTION 7 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE EAST LINE OF SECTION 7 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 486.55 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 286.32 FEET TO A POINT WHICH LIES ALONG THE EAST WEST MID SECTION LINE OF SECTION 7; THENCE SOUTH 89°50'25" WEST ALONG SAID EAST WEST MID SECTION LINE, A DISTANCE OF 24.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 236.69 FEET, THROUGH A CENTRAL ANGLE OF 12°22'28", THE RADIUS OF WHICH IS 1095.92 FEET, WITH A CHORD BEARING OF NORTH 71°22'37" WEST, AND WITH A CHORD LENGTH OF 236.23 FEET, THENCE NORTH 66°35'27" WEST A DISTANCE OF 150.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 428.93 FEET, THROUGH A CENTRAL ANGLE OF 35°47'31", THE RADIUS OF WHICH IS 686.63 FEET, WITH A CHORD BEARING OF NORTH 84°31'14" WEST, AND WITH A CHORD LENGTH OF 421.99 FEET, TO THE SOUTHEASTERLY CORNER OF SAID R6; THENCE NORTH 44°48'59" WEST A DISTANCE OF 423.38 FEET TO THE NORTHEASTERLY CORNER OF R6; THENCE SOUTH 45°11'28" WEST A DISTANCE OF 40.00 FEET TO A POINT WHICH LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 44°04'37" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 220.05 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3263227; THENCE NORTH 57°11'14" EAST A DISTANCE OF 227.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE THE ARC LENGTH OF WHICH IS 185.05 FEET, THROUGH A CENTRAL ANGLE OF 24°24'32", THE RADIUS OF WHICH IS 434.37 FEET, WITH A CHORD BEARING OF NORTH 69°24'18" EAST, AND WITH A CHORD LENGTH OF 183.65 FEET, TO THE SOUTHEASTERLY CORNER OF SAID INSTRUMENT 3263227; THENCE NORTH 01°04'11" WEST A DISTANCE OF 109.74 FEET TO THE NORTHEASTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 324.48 FEET, THROUGH A CENTRAL ANGLE OF 07°23'37", THE RADIUS OF WHICH IS 2514.51 FEET, WITH A CHORD BEARING OF SOUTH 72°50'29" WEST, AND WITH A CHORD LENGTH OF 324.25 FEET; THENCE SOUTH 69°08'29" WEST A DISTANCE OF 191.45 FEET; TO THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 43°46'26" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 54.29 FEET TO A POINT WHICH LIES ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY; THENCE NORTH 69°09'46" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 561.60 FEET TO AN ANGLE POINT; THENCE NORTH 84°23'34" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1679.81 FEET TO A POINT WHICH LIES ALONG THE EAST LINE OF SECTION 7; THENCE SOUTH 01°10'00" EAST ALONG SAID EAST LINE, A DISTANCE OF 1037.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3417898 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE ABOVE REFERENCED "POINT A"; THENCE NORTH 07°46'52" WEST A DISTANCE OF 50.59 FEET TO A FOUND 1/2" REBAR AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°28'39" WEST A DISTANCE OF 147.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 330.15 FEET, THROUGH A CENTRAL ANGLE OF 27°57'31", THE RADIUS OF WHICH IS 676.58 FEET, WITH A CHORD BEARING OF NORTH 83°32'02" WEST, AND WITH A CHORD LENGTH OF 326.88 FEET; THENCE NORTH 07°32'26" WEST A DISTANCE OF 422.82 FEET; THENCE NORTH 82°31'11" EAST A DISTANCE OF 464.96 FEET; THENCE SOUTH 07°31'15" EAST A DISTANCE OF 501.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN SPECIAL WARRANTY DEED AS 2008-3491528 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21

MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

AND PARCEL 2 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40, SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY AND WEST OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE RALSTON PURINA PROPERTY AS RECORDED IN INSTRUMENT 3242297, HEREINAFTER REFERRED TO AS R5, SAID PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8, A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 8 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 8 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 1037.83 FEET TO THE NORTHWEST CORNER OF SAID RALSTON PURINA PROPERTY; THENCE SOUTH 26°36'03" EAST A DISTANCE OF 535.54 FEET TO AN ANGLE POINT ALONG THE WEST LINE OF THE RALSTON PURINA PARCEL; THENCE SOUTH 01°10'00" EAST A DISTANCE OF 533.05 FEET TO THE SOUTHWEST CORNER OF SAID RALSTON PURINA PARCEL, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 107.47 FEET, THROUGH A CENTRAL ANGLE OF 00°25'26", THE RADIUS OF WHICH IS 14523.95 FEET, WITH A CHORD BEARING OF SOUTH 78°03'40" WEST, AND WITH A CHORD LENGTH OF 107.47 FEET; THENCE SOUTH 88°20'38" WEST A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING. THE COMBINED AREA OF PARCELS 1 AND 2 IS 39.041 ACRES, MORE OR LESS

EXHIBIT "C" (Fire Station Parcel)

PARCEL NO. 1

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE OF 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THE FOLLOWING IS A DESCRIPTION OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21 MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A

EXHIBIT C continued:

REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONDS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D" (Industrial Drive)

A PARCEL OF LAND, SAID PARCEL BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 3510883 (R) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS" IN (R), THENCE N 43° 36' 39" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, FOR A DISTANCE OF 54.27 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE N 69° 20' 45" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 561.61 FEET TO A POINT; THENCE N 84° 34' 36" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 429.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 255.92 FEET, FOR A DISTANCE OF 402.00 FEET, THE CHORD OF SAID CURVE BEARS S 50° 25' 24" E FOR 361.92 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 39° 38' 47" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 177.13 FEET, THE CHORD OF SAID CURVE BEARS S 14° 23' 55" E FOR 173.62 FEET, TO POINT ON SAID CURVE, SAID POINT BEING THE NORTHEAST PARCEL CORNER OF EXCEPTION PARCEL NO. 1 DESCRIBED IN INSTRUMENT NO. 3510883; THENCE CONTINUE SOUTHWESTERLY ALONG THE NORTHERLY PARCEL LINE OF SAID PARCEL 1, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34° 15' 08" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 153.03 FEET, THE CHORD OF SAID CURVE BEARS S 51° 20' 57" W FOR 150.76 FEET, TO A POINT OF TANGENCY; THENCE S 68° 28' 31" W, ALONG SAID NORTHERLY PARCEL LINE, FOR A DISTANCE OF 76.99 FEET TO A NONTANGENT POINT OF CURVATURE, SAID POINT BEING THE EASTERLY EASEMENT LINE OF A 50 FOOT EASEMENT DESCRIBED IN DOCKET 547. PAGE 696; THENCE NORTHERLY ALONG SAID EASTERLY EASEMENT LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13° 42' 57" AND A RADIUS OF 397.90 FEET, FOR A DISTANCE OF 95.25 FEET, THE CHORD OF SAID CURVE BEARS N 22° 48' 03" W FOR 95.02 FEET, TO A NONTANGENT POINT; THENCE S 69° 51' 20" E FOR A DISTANCE OF 22.56 FEET TO A POINT; THENCE N 68° 28' 31" E FOR A DISTANCE OF 62.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73° 53' 55" AND A RADIUS OF 175.98 FEET, FOR A DISTANCE OF 226.97 FEET, THE CHORD OF SAID CURVE BEARS N 31° 31' 33" E FOR 211.57 FEET, TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 175.92 FEET, FOR A DISTANCE OF 276.33 FEET, THE CHORD OF SAID CURVE BEARS N 50° 25' 24" W FOR 248.79 FEET, TO A POINT OF TANGENCY; THENCE S 84° 34' 36" W FOR A DISTANCE OF 377.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06° 02' 13" AND A RADIUS OF 558.50, FOR A DISTANCE OF 58.85 FEET, THE CHORD OF SAID CURVE BEARS S 81° 33' 29" W FOR 58.82 FEET, TO A NONTANGENT POINT ON THE EAST PARCEL LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 3263227 (R1); THENCE N 00° 51' 02" W, ALONG SAID EAST PARCEL LINE, FOR A DISTANCE OF 8.27 FEET TO THE NORTHEAST PARCEL CORNER OF SAID PARCEL (R1), SAID POINT BEING A NONTANGENT POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE NORTH PARCEL LINE OF SAID PARCEL (EL), ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 26' 05" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 150.74 FEET, THE CHORD OF SAID CURVE BEARS S 74° 59' 38" W FOR 150.72 FEET, TO A POINT; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173.71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2: (Original Parcel 8)

A PARCEL OF LAND, SAID PARCEL OF LAND BEING A PORTION OF THAT PARCEL AS DESCRIBED IN INSTRUMENT NO. 3263227 (R1) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS" IN (R1), THENCE S 43° 37' 04" E, ALONG THE WESTERLY PARCEL LINE OF SAID PARCEL (R1), FOR A DISTANCE OF 6.52 FEET TO A POINT; THENCE N 69° 19' 04" E, FOR A DISTANCE OF 362.52 FEET TO A POINT ON THE NORTH PARCEL LINE OF SAID PARCEL (R1), SAID POINT BEING THE POINT OF CUSP OF A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173.71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2
FORM OF LEASE

WHEN RECORDED, RETURN TO:

Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FOURTH AMENDMENT TO LEASE

The City of Flagstaff, a political subdivision of the state of Arizona ("City" or "Landlord") and Nestle Purina Petcare Company, a Missouri corporation ("Purina" or "Tenant") enter into this Third Amendment to Lease effective _____, 2016.

RECITALS:

- A. The City and Purina have entered a lease of the property where the Purina pet manufacturing facilities are located. The substantive terms of the Lease are set forth in the 2003 Development Agreement, as amended by the 2008 First Amendment to Lease in 2008, respectively recorded in Instrument Nos. 3207666 and 3491226, Official Records of the Coconino County, Arizona ("Lease").
- B. The Lease term was extended from an expiration date of October 15, 2015 to October 15, 2016, as approved in Second and Third Amendments to the Lease, respectively recorded in Instrument recorded in Instrument Nos. ____ and ____, Official Records of the Coconino County, Arizona
- C. The recitals set forth in City of Flagstaff Ordinance No. 2016-32, on file with the City Clerk, are incorporated herein by reference to reflect the history and purpose of the Development Agreement and underlying Lease, as amended.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. Leased Property. The Leased Property under the Lease consists of the land legally described in Exhibit 1, which has been amended and restated herein to take into account different transactions (additions and deletions) to the leasehold called for in the Development Agreement as amended.
- 2. Extension Period. The Lease is hereby extended from October 15, 2016 until October 15, 2017. The Development Agreement will also expire on the latter date.
- 3. Effect. All other terms and conditions of the Lease shall remain in effect.

TENANT: NESTLE PURINA PETCARE COMPANY

By: _____

Its: _____

LANDLORD: CITY OF FLAGSTAFF

By: Mayor Nabours

Attest:

By: Elizabeth Burke, City Clerk

Approved as to form:

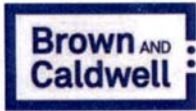
By: _____

City Attorney's Office

Attachment: Map and Legal description

EXHIBIT 3

TECHNICAL MEMORANDUM / TESTING AND MODELING PROCEDURES



Technical Memorandum

90 Hammond Dr, Suite 400
Atlanta, GA 30328
T: 770.396.9495

Prepared for: Nestlé Purina PetCare Company

Project Title: Odor Assessment and Mitigation Strategy

Project No.: 148334

Technical Memorandum

Subject: Flagstaff Odor Assessment and Mitigation Strategy Project Summary

Date: May 23, 2016

To: Gopi Sandhu, Director, Environmental Engineering Group

From: Philip Wolstenholme, Vice President

Copy to: Amy Kerr, John Cain, Andrew Sayer, Robert Downer (Nestlé Purina PetCare Company)
Theresa Muller, Si Givens, Steve Giese (Brown and Caldwell)

Prepared by: _____

A handwritten signature in black ink, appearing to read "David McEwen".

David McEwen, Civil Engineer

California License No. C69475

Reviewed by: _____

Philip Wolstenholme, Mechanical Engineer

Georgia License No. PE017206

average person. For example, a 1-liter air sample that needed to be diluted with 1,000 liters of clean air would have a measurement of 1,000 odor units (or 1,000 D/T odor concentration).

Targeted samples were also collected and analyzed in a separate laboratory for compounds commonly associated with food production. This knowledge can sometimes help rule out certain types of odor mitigation technologies based on past experience with those technologies.

2.2 Testing Results

The laboratory results indicate which cooking processes at the Flagstaff factory should be most closely evaluated as part of the mitigation strategy. This section discusses these observations.

Process Area Stack Emissions Quantification

Air samples to be analyzed by the odor panel were collected in Tedlar plastic bags using a vacuum pump apparatus shown in Figure 1. Air samples were collected from stacks emitting air from six different process areas of the factory. Multiple samples from each area were analyzed during times and days when different pet food products were being made.



Figure 1. Air Sample Collection for Odor Panel Analysis

area under all possible weather conditions, and identifies a “worst-case” condition. Following production of a baseline model, reductions in offsite impact are estimated by modeling specific mitigation measures applied to the baseline run. Such measures may also change the location (horizontal and/or vertical) of the release point of the air and in turn may change the offsite point of maximum impact.

For the baseline Flagstaff run, the odor at the point of maximum impact was approximately 55 D/T. This modeled result is caused by the combination of all cooking exhaust stacks at the factory. The location of this maximum impact is shown on the Flagstaff factory map in Figure 2 near the northwest corner of the NPPC property. BC’s experience at other facilities has shown that odor levels in this range are generally noticeable.



Figure 2. Baseline Odor Model Output Result on Area Map

Section 3: Odor Mitigation Approach

Additional dispersion modeling was completed assuming incorporation of various mitigation strategies on the key Flagstaff factory sources. The model results were analyzed to determine how well they met project goals. Next, specific technologies were evaluated to identify the likely best choices for the Flagstaff factory. This section describes the approach.

3.1 Odor Mitigation Program Development

BC completed dispersion model runs that tested the effect of reducing offsite impacts by treating the cooking exhaust air streams and/or dispersing the exhausts using new tall stacks. If an air stream is exhausted through a tall stack it experiences greater mixing with fresh air in the atmosphere such that by the time it reaches ground level it is noticeably less odorous. At the Flagstaff factory the presence of the tall mill building (Figure 3) presents an ideal opportunity to construct tall stacks which will achieve this objective.

	Validation Study	<ul style="list-style-type: none"> Fence line odor analysis and report completed following construction of new dispersion stacks Estimated cost is \$50,000
Year 3 (2018)	Extruder ATA Ionization	<ul style="list-style-type: none"> Implement ionization of Extruder ATA exhaust for all 5 existing banks Anticipated fence line odor reduction of 60% from current value, estimated by dispersion model and an assumed removal efficiency for the ionization technology. Includes prior years. Estimated cost for Year 3 is \$1,380,000 with \$41,000 additional annual energy usage

Table 1. Flagstaff Factory Odor Mitigation Recommended Approach

Year	Projects	Project Description and Projected NPPC Cost
Year 3 (2018) [CONTINUED]	Optional Pilot Study	<ul style="list-style-type: none"> Ionization is the assumed control technology for the purpose of this plan, but pilot testing is recommended <u>prior to</u> installation. Estimated cost of pilot study is \$60,000
	Validation Study	<ul style="list-style-type: none"> Fence line odor analysis and report completed following construction of new ionization units (or alternate control technology) Estimated cost is \$50,000
Year 4 (2019)	Dryer Ionization	<ul style="list-style-type: none"> Implement ionization of dryer exhaust for 3 of 5 existing dryers Anticipated fence line odor reduction of 70% from current value, estimated by dispersion model and an assumed removal efficiency for the ionization technology. Includes prior years. Estimated cost for Year 4 is \$1,520,000 with \$169,000 additional annual energy usage
	Optional Validation Study	<ul style="list-style-type: none"> Fence line odor analysis and report completed following construction of new ionization units Estimated cost is \$50,000 Follow-up odor study may be unwarranted, as all viable mitigation options will have been implemented by this time.

3.2 Odor Control Technology Evaluation

Odor control technologies that were considered potentially most effective included the following:

- Biofilters are environmentally friendly and use a bed of porous and moist media that support microorganisms that absorb and oxidize odorous constituents. Biofilters have a good track-record of success, but have the drawback of requiring a large footprint and can be considerably more expensive than other options. Additionally the weight of the biofilter would likely be an issue in construction of such a system on the Flagstaff factory roof.
- Ionization involves the electrically induced formation of air ions that attach to oxygen molecules to form reactive oxygen species. When a large concentration of these ions is produced, they can attach to and react with various odorous molecules and particles in the vicinity of the electrical field,

EXHIBIT 4

PHASE 1 ATA STACK

The project will manifold and route all five extruder air-take-away (ATA) system exhausts to the top of the mill building as recommended in the 2015 Brown and Caldwell odor mitigation study. Each 14 inch diameter fan outlet will connect to a duct that increases in diameter with each addition with a final diameter of 48". All ducts will be stainless steel. A back draft damper will be placed in each ATA exhaust to prevent back feeding when a system is off while others are running. The vertical duct will be supported by the mill building and painted to match the mill building concrete.

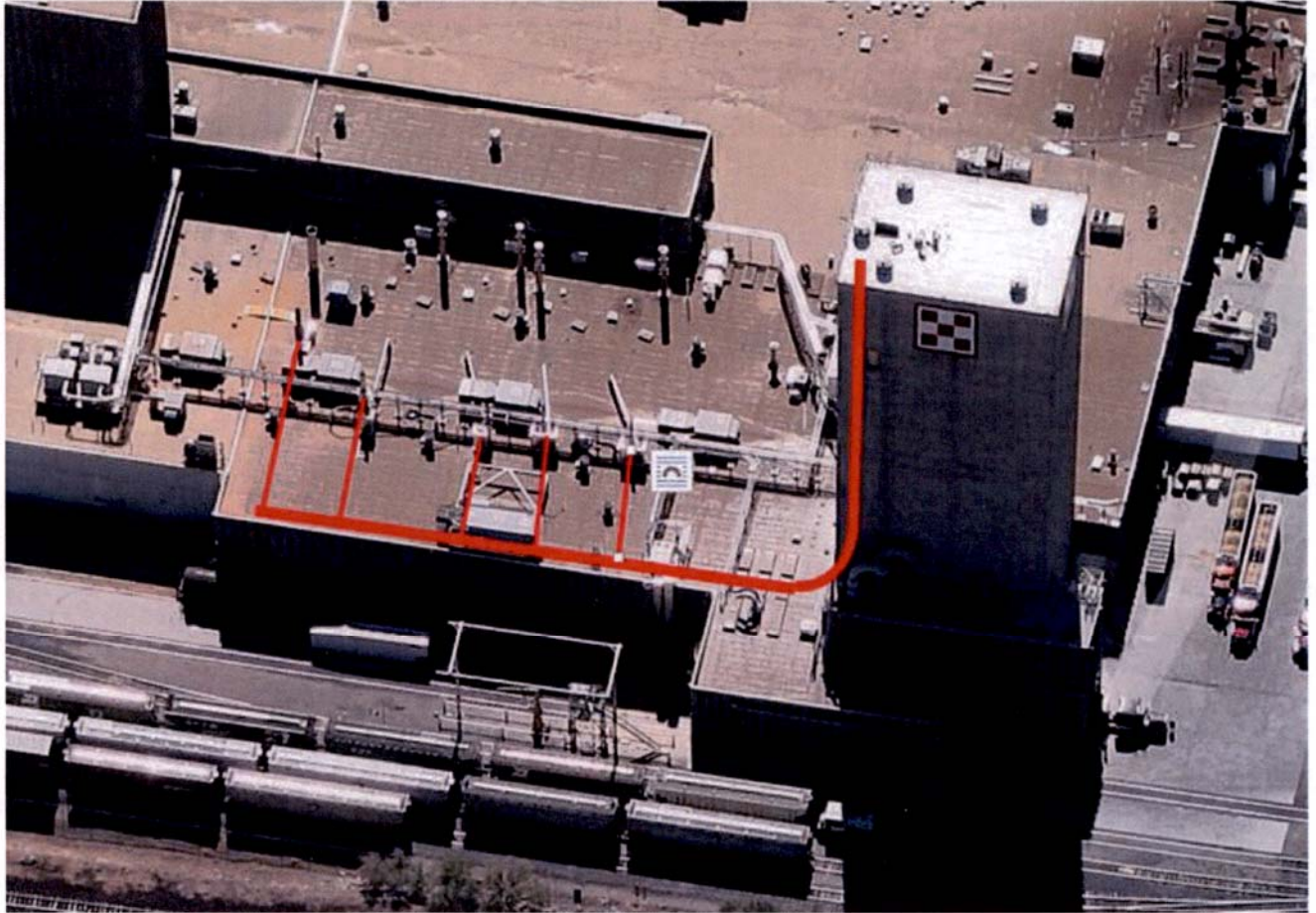


EXHIBIT 5

PHASE 2 DRYER STACKS

Red = phase 1 concept
Blue = phase 2 concept

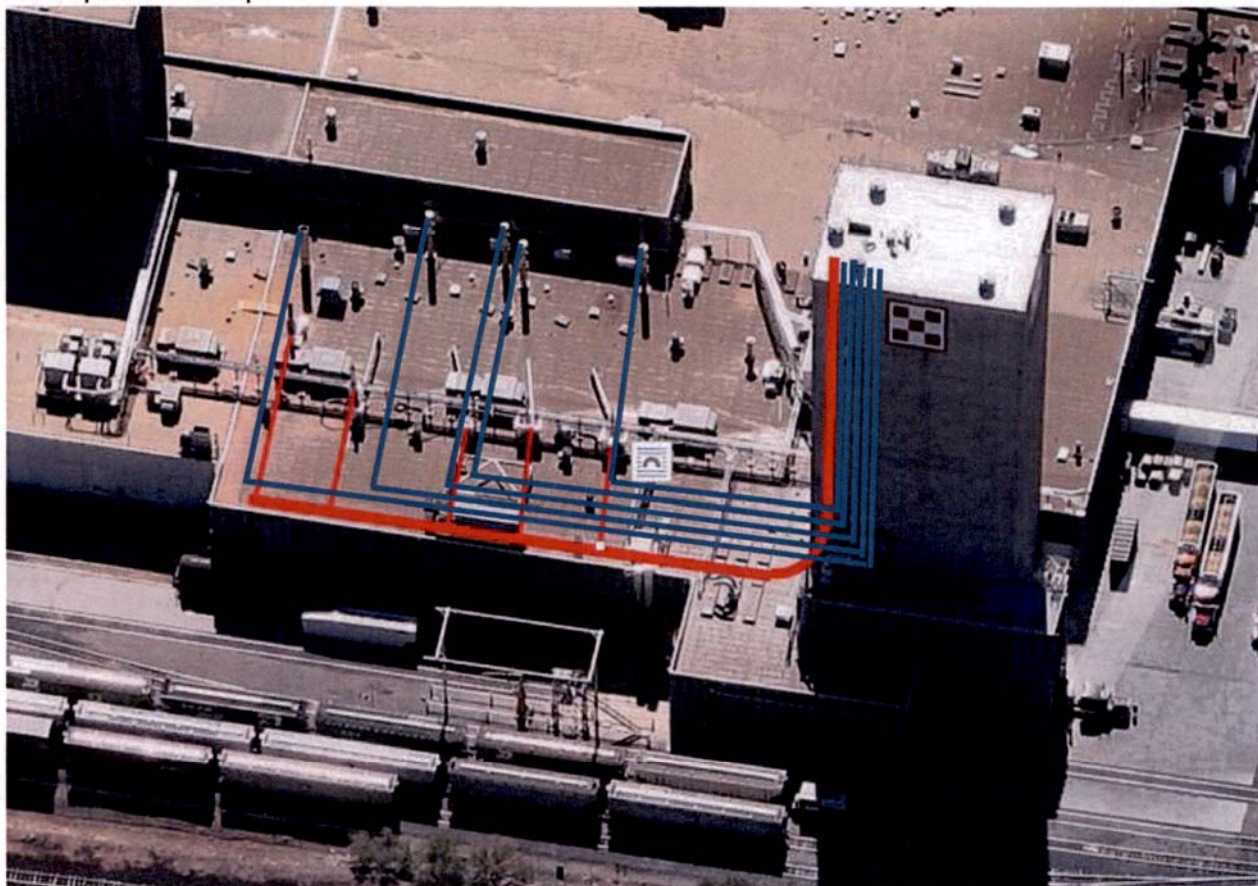


EXHIBIT 6

FUTS MAP



EXHIBIT 7

FORM OF FUTS EASEMENT

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

URBAN TRAILS EASEMENT

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, a _____, hereinafter referred to as "Grantor", hereby grants and conveys unto the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantee", a non-exclusive perpetual (as provided herein) easement, hereinafter referred to as "Easement", for a non-motorized public access for a pedestrian, bicycle and other similar non-motorized use pathway and lateral and supplying utilities and structures as part of the Flagstaff Urban Trails System under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and described in Exhibits A and A-1, both of which are attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Easement is granted to enable the Grantee to locate, construct, repair, replace, alter and maintain a non-motorized public access trail associated with the Flagstaff Urban Trails System (the "Trail").
2. The granting of this Easement is made on a non- exclusive basis to the Grantee for the benefit of the public.
3. This Easement shall include the rights to remove and to alter or maintain vegetation, improvements, or obstructions within the limits of the Easement that conflict with the use of the Easement. Grantor understands and agrees that neither Grantor, or its successors and assigns, shall cause or allow the construction or maintenance of any building or other structure or obstruction in or upon the Easement area conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.
4. Each party further agrees for itself, its heirs, successors and assigns that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the Easement area conveyed or Grantor's adjacent property. Grantee shall have the right of reasonable access over property adjacent to the area conveyed in a mutually agreeable location, but only on a temporary as-needed basis, for the limited purpose of construction, maintenance, repair, reconstruction and use of any and all such public pedestrian, bicycle and other similar non-motorized use pathway and lateral and

supporting structures in or on the Easement area conveyed and the right to remove any structure or vegetation located in the Easement area necessary or convenient to accomplish same.

5. Upon completion of any removal, alteration or maintenance of the trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration or maintenance to as near the pre-disturbance condition or better, including replacement of vegetation, trees and landscaping as physical characteristics of the constructed trail improvements permit and such restoration shall be subject to Grantor's reasonable approval. Grantee shall otherwise keep and maintain the Easement improvements in working order and in good and safe condition in compliance with all applicable legal requirements.
6. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its contractors and their respective officers', agents', employees', licensees', and invitees' use of the Easement granted herein.
7. If the Grantee abandons the use contemplated by this Easement, the Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this instrument, the term "abandon" means (a) the failure of Grantee to install or construct the Trail in the Easement Area within ten (10) years of Grantor's execution of this Easement and/or (b) the failure by Grantee to maintain the Trail, including maintaining a continuous and obvious treadway that is clear of obstructions and overgrown vegetation, within the Easement for a period of two (2) consecutive years following construction of said Trail.
8. The Grantor shall have the right to use and enjoy the property burdened by the Easement, provided such use and enjoyment does not interfere with Grantee's or the public's ability to utilize the Easement granted herein, and further provided that the Grantor shall not construct or permit the erection of any structure or improvement in the Easement Area that would interfere with the Easement or the operation of the Trail within the Easement without Grantee's written consent, provided, however, this Easement is granted on an AS IS WITH ALL FAULTS basis and is also subject to all preexisting rights and interests. The determination of whether Grantor's use and enjoyment or proposed construction of any structure or improvement would interfere with the Grantee's or the public's ability to utilize the Easement or the operation of the Trail shall be in the reasonable discretion of the Grantee.
9. Notwithstanding any other provision to the contrary contained herein, Grantee agrees as follows: (a) in no event will the Easement or Grantee's exercise of its rights granted herein interfere with Grantor's existing stormwater facilities and structures.
10. Concurrently with its installation of the Trail, Grantee will construct and install a chain link fence that is the same as the Grantor has in place per City Code (maximum 8 foot height, including three rings of barbed wire at the top), at the option of Grantor, on Grantor property along both sides of the Trail in areas where Purina possesses both sides of property

bordering the Trail, and on at least the Purina side in areas where Purina possesses only one side of property bordering the Trail, in a mutually acceptable location acceptable to Grantor so that Grantor's property lines are fenced in. Fencing will be constructed in compliance with applicable laws. Upon final acceptance of the fencing, Grantor will own and be responsible for fencing.

Grantor hereby agrees that this instrument shall be binding upon itself, its successor and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

IN WITNESS WHEREOF, Grantor has caused this Urban Trails Easement to be executed in its name by the undersigned officers this ____ day of _____, 2016.

GRANTOR:

By: _____

Title: _____

STATE OF _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of _____, on behalf of _____.

Notary Public

My Commission Expires:



Proposed Amendment of Nestle-Purina Development Agreement



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Background

- Ralston Purina comes to Flagstaff in 1976
- Ralston Purina becomes Nestle-Purina PetCare in 2001
- Development Agreement is adopted in 2003
- Development Agreement is amended in 2008, 2015, and 2016 (August and October)
- Odor Mitigation Plan Implemented 2017



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





STACK DIAGRAM MAP



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Questions?



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Thank you



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Rebecca Sayers, Parks and Recreation
Director
Date: 01/27/2020
Meeting 02/04/2020
Date:



TITLE

Mogollon Property Planning Discussion

STAFF RECOMMENDED ACTION:

Staff will be seeking feedback and input from Council on the path forward for planning for the future of the City property located at 419 N. Mogollon, also known as the Mogollon property or the old Public Works yard.

EXECUTIVE SUMMARY:

Staff will provide a brief update on the current uses and condition of the property and an overview of the history of the property. Staff will then review public participation options for Council's consideration and input. Council will be requested to provide feedback on the following:

- What is Council's vision for the property?
- Is the Council willing to consider uses for the property outside of those identified in the 1957 ordinance (Ordinance No. 425)?
- What is Council's public participation objective?
- What is Council's requested timeline for the public participation process?

INFORMATION:

The City's Public Works Division moved out of the Mogollon property in 2018. Since then, the Sustainability Section has moved their offices to one of the buildings onsite and overnight parking is provided onsite as well. In 2019, Facilities Maintenance staff worked with contractors and an environmental consultant to demolish the old Streets building and other garage buildings, remove ancillary structures such as the canopy and concrete that housed the above-ground fuel storage tanks, and old asphalt areas. The consultant assisted with areas that needed remediation and excavation and the site was cleared at the end of the project. Additional projects, such as new security fencing, will be completed later this year. The oldest building on site, a malapais stone building that housed Fleet Services, has historic potential and was not included in the demolition or remediation work.

From the time it was known that Public Works would be moving out of this location, there has been much public interest in the future of the site. Some members of the adjacent neighborhood have worked together to develop a park concept plan for the redevelopment of the site, and several groups have contacted the city with interest in using the old Fleet building. There has also been discussion about including some affordable housing units on the property when it is redeveloped, although there is an

existing Ordinance from 1957 (Number 425) that dedicates the property as Public Parks for the "exclusive use of Park, Recreational and Museum purposes."

Other considerations are that there is limited funding for continuing maintenance needs to keep the property secure and free of unwanted vegetation and litter. Additionally, there is no funding currently available for redevelopment of the site, so maintaining the site as-is will need to continue.

Given the location of the property as part of the regional Thorpe Park, the variety of suggested future uses for the property, and the possibility of including housing, staff are bringing forward this discussion item to get feedback and direction from Council as to what their vision is for the future of the property.

Attachments: [Presentation](#)

Mogollon Property Planning

February 4, 2020

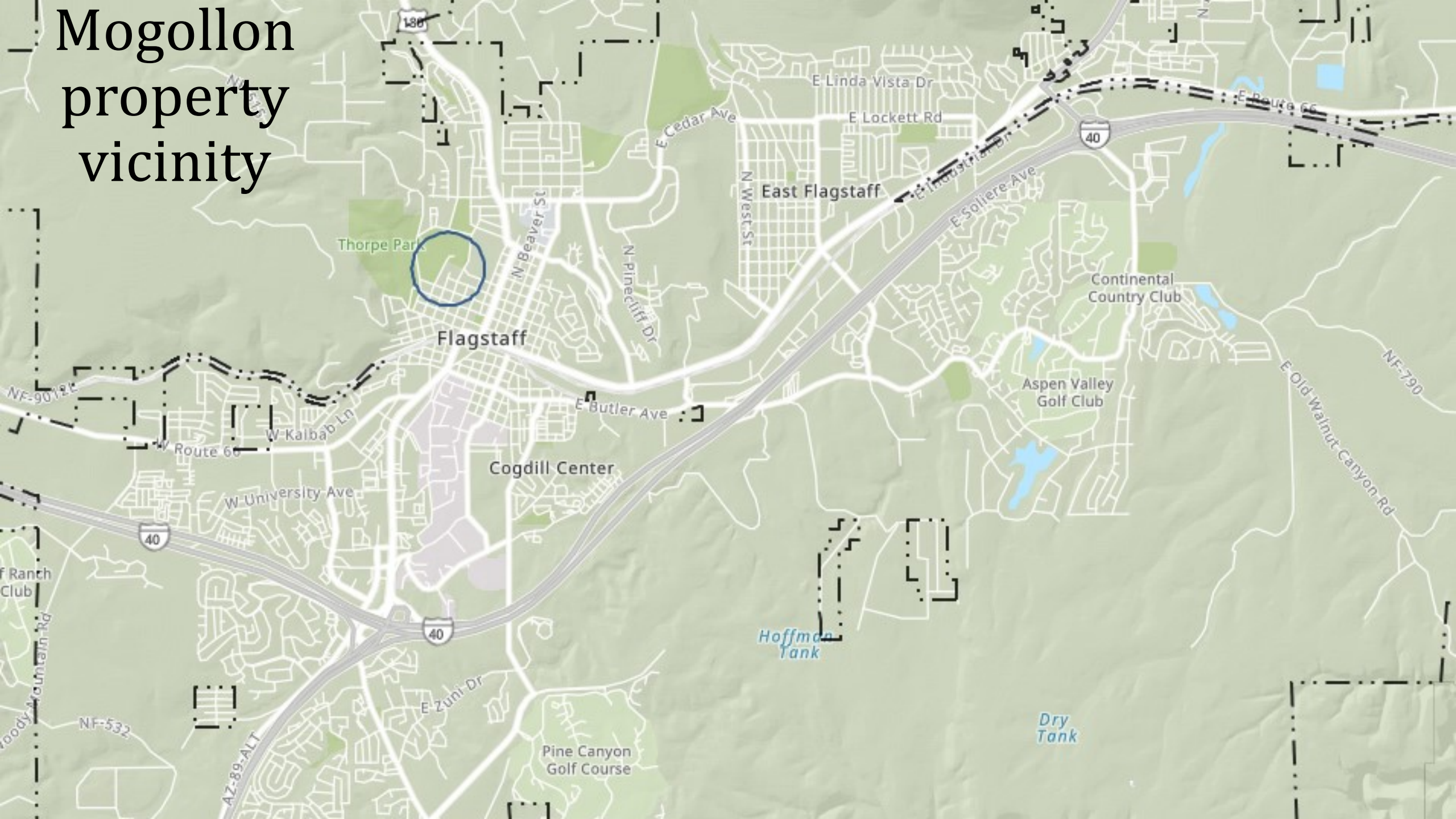




Mogollon property planning

- Overview of the property and current uses/condition
- Real estate history
- Regional plan and Zoning code
- Public participation process
- Interest in the property
- Other considerations
- Council feedback and direction

Mogollon property vicinity



Mogollon property planning





Mogollon property planning

Current condition and uses at the property

- Sustainability Section offices in the previous Solid Waste building
- Vehicle overnight parking in existing garage bays
 - Bookmobile, PalsMobile, Graffiti Busters van, etc.
- \$200,000 spent to date on building removal and remediation
- Previous Fleet building (eligible historic bldg.) remains on site
- Additional remediation will be needed as well as new fencing and ongoing maintenance of the site for litter, vegetation, security, etc.

Mogollon property

- Streets office/storage building removed
- Garages removed
- Old Fleet (eligible historic) and Solid Waste office/garage buildings remain





Mogollon property planning

Real Estate History

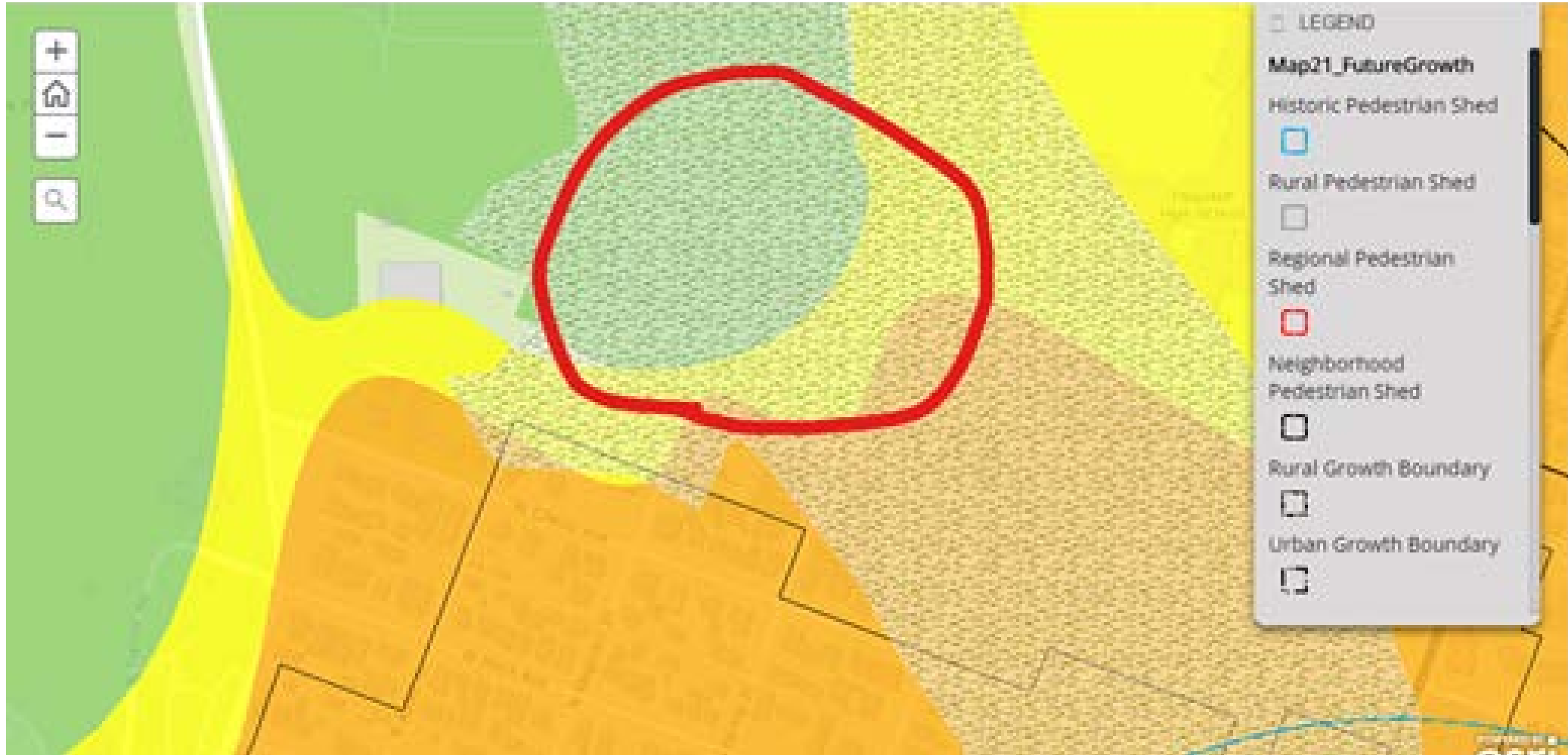
- City acquired property from John Clark on October 9, 1917
- In 1957, City Council passed and adopted Ordinance No. 425
 - Dedicating property as Public Parks for the “exclusive use of Park, Recreational and Museum Purposes.”
 - “No use of said property shall ever be made which is inconsistent with the uses and purposes set forth in this dedication per the ordinance.”



Mogollon property planning



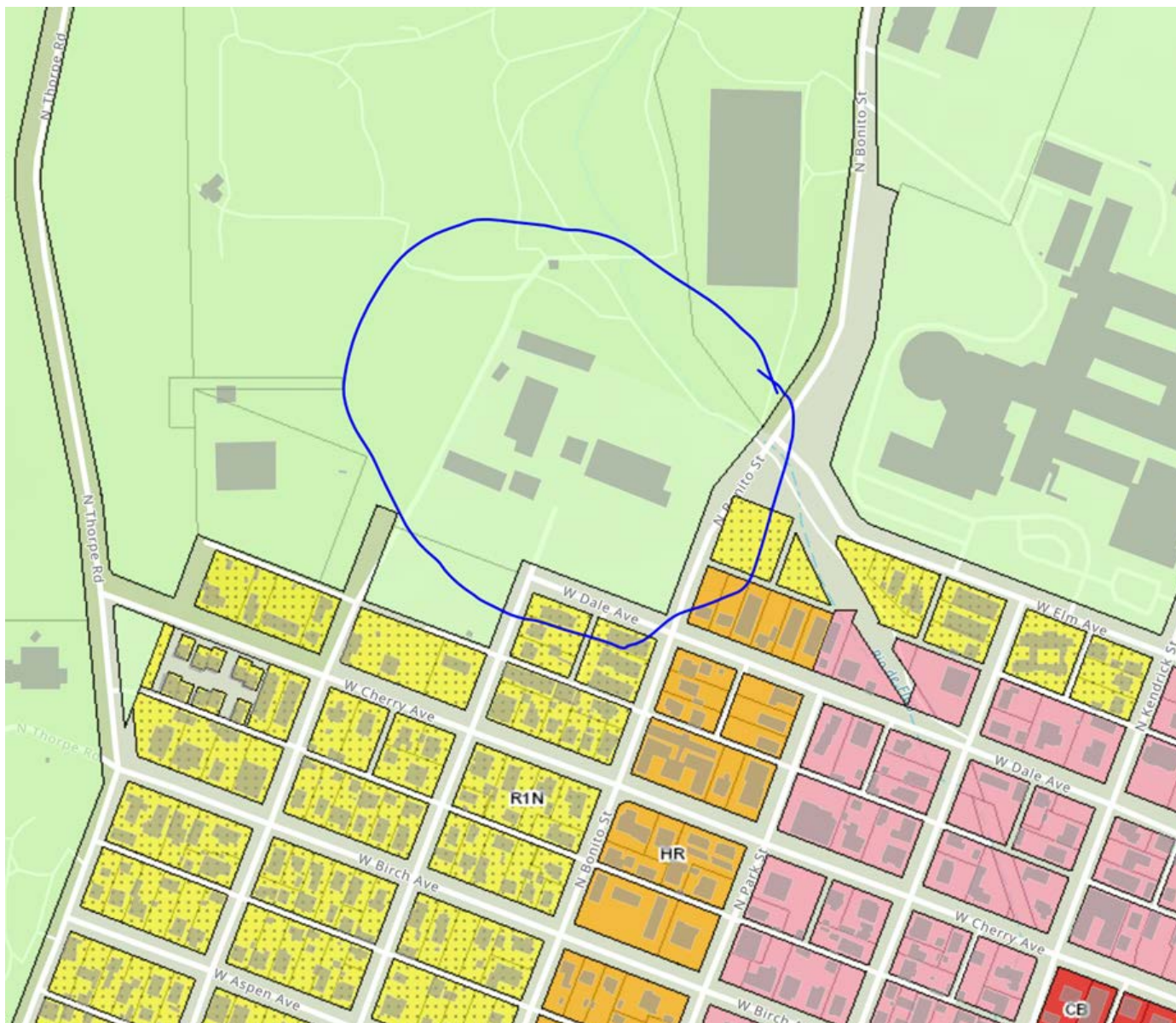
Regional Plan





Mogollon property planning

Zoning Code





Public Participation Core Values

- Those who are affected by a decision have a right to be involved in the decision-making process.
- The public's contribution will influence the decision.
- Promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
- Seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
- Seeks input from participants in designing how they participate.
- Provides participants with the information they need to participate in a meaningful way.
- Public participation communicates to participants how their input affected the decision.



Public Participation Process

Process Design Decisions

1. How much potential influence on the decision or action are you (the Council) willing to provide to the public?
2. Who are the internal and external stakeholders? How should they be contacted (time and funding)?
3. Is there enough trust and good will for the City to lead the process credibly?
4. What will the decision-making process be and who will endorse the project at milestones (like alternative development)?



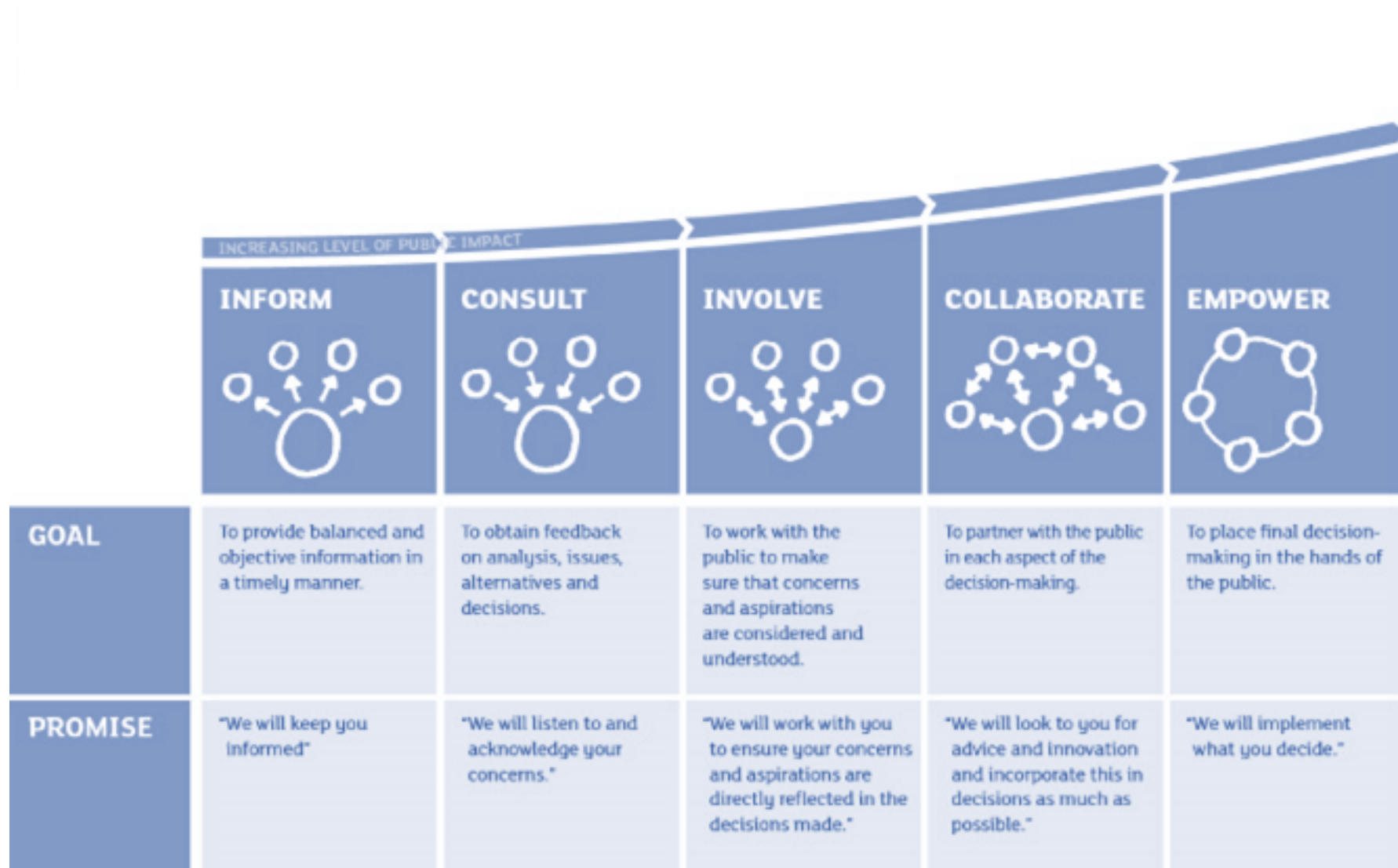
Public Participation Process

Process Design Decisions

1. How much potential influence on the decision or action are you (the Council) willing to provide to the public?
2. Who are the internal and external stakeholders? How should they be contacted (time and funding)?
3. What will the decision-making process be and who will endorse the project at milestones (like alternative development)?

Sharing Influence with the Public

- Really about the “Promise to the Public”
- Important this promise is established up front and carried out faithfully from staff and Council
- Ultimately about how much power is being shared with the public and “who” is making the final decision.

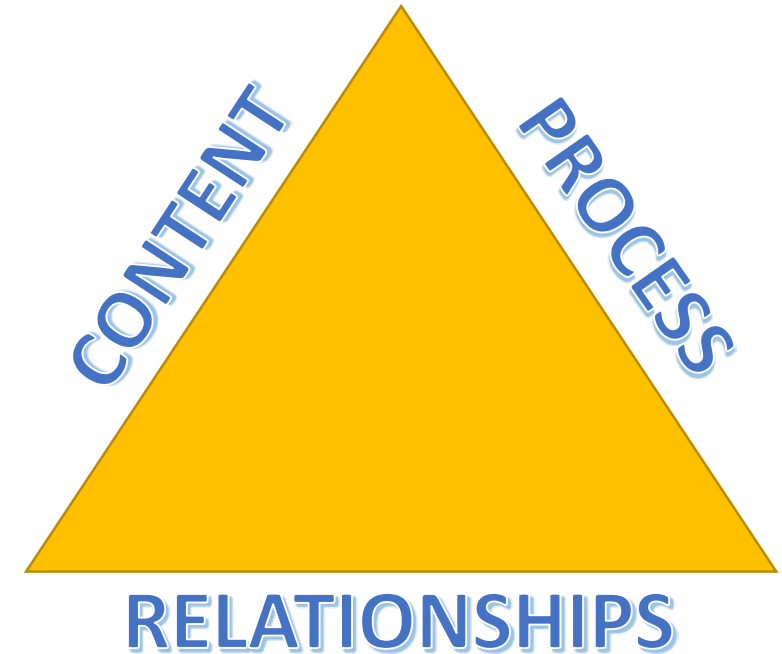




Internal and External stakeholders

Considerations for determining stakeholders

- Scale – Townsite, City-wide, Region-Wide?
- Diversity – How important is diversity of backgrounds and viewpoints to the decision?
- How to include user groups and those interested in partnerships on the site?
- How will “fairness” be measured and evaluated?



Credibility

The last public meetings about this site did not demonstrate public trust in staff.

Building trust and earning credibility takes time.





Decision making

Roles in making decisions

- Community organizations?
- Specially designed working groups?
- Project Manager
- Divisions
- City Manager
- Boards and Commissions
- Council



Mogollon property planning

Public Participation Consult Example

- Collect as much information as possible about public opinion
- Review with City Commissions
- Bring summary to City Council and have a work session about the topic
- Hold public hearings on proposed outcome



Mogollon property planning

Public Participation Involve Example

- Engage the public about options for the property
- Develop alternatives and present to a city group such as Council or a Commission to endorse,
- Hold workshop and allow the public to modify scenarios
- Poll the public on preference between alternatives on the Community Forum and at events,
- Bring Council information on preferences and Council selects alternatives.



Mogollon property planning

Public Participation Collaborate Example

- Create online survey and advertise widely
- Assemble focus groups based on survey information
- Invite key focus group participants to sit on a working group
- Provide information to the working group and allow them to create scenarios for the future of the property with guidelines from Council
- Hold workshops about possible alternatives and allow them to be modified
- Allow working group to select a preferred alternative, hold public workshop and present to Council for feedback
- Working group modifies the preferred alternative and staff presents to Council on their behalf



Mogollon property planning

Interest in the property

- Neighborhood concept plan for a passive park
- Indigenous Circle of Flagstaff interest in old Fleet building
- Recreation, museum, art, cultural interest for old Fleet bldg.
- Some affordable housing on a portion of the property
- Multigenerational space – gardens, sculptures, greenhouses
- Community gardens / orchard / edible forest
- Active recreation / park amenities
- Office space and other city operational needs



Mogollon property planning

Other considerations

- Current conditions / use of the property
- Limited funding for ongoing maintenance needs
- No current funding for redevelopment or upgrades
 - Not one of the top priorities for Parks and Recreation or Open Space Commissions



Mogollon property planning

Questions for City Council (request for direction)

- What is the Council's vision for this property?
- Is the Council willing to consider uses for this property outside of those identified in the 1957 ordinance?
 - Park, Recreation, or Museum
- What is Council's public participation objective?
- Timeline?

Thank you.

Questions?

Rebecca Sayers
Parks and Recreation Director
rsayers@flagstaffaz.gov
928.213.2306



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Co-Submitter: Jessica Drum
Date: 01/29/2020
Meeting Date: 02/04/2020



TITLE

Flagstaff Citizen Survey 2020

STAFF RECOMMENDED ACTION:

For information only.

EXECUTIVE SUMMARY:

The Citizen Survey is targeted to adult Flagstaff citizens regarding their attitudes toward and satisfaction with municipal services, as well as other topics of interest to the City. The questions cover a range of topics such as public safety, transportation, government performance and services and includes two open-answer questions related to quality of life in Flagstaff and Performance Based Budgeting.

INFORMATION:

The survey will be mailed out to 2,000 households with an anticipated return of 300-600 surveys. The City will also have the option of putting the survey on the Flagstaff Community Forum (online).

Attachments: 2020 Flagstaff Citizen Survey
Presentation

Please select the response (by circling the number or checking the box) that most closely represents your opinion for each question. Your responses are anonymous and will be reported in group form only.

1. Please rate each of the following aspects of quality of life in Flagstaff.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Flagstaff as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Flagstaff as a place to raise children.....	1	2	3	4	5
Flagstaff as a place to work	1	2	3	4	5
Flagstaff as a place to visit	1	2	3	4	5
Flagstaff as a place to retire	1	2	3	4	5
The overall quality of life in Flagstaff.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Flagstaff as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall feeling of safety in Flagstaff.....	1	2	3	4	5
Overall ease of getting to the places you usually have to visit.....	1	2	3	4	5
Ease of travel by car	1	2	3	4	5
Ease of travel by bicycle.....	1	2	3	4	5
Ease of travel by walking.....	1	2	3	4	5
Ease of travel by bus	1	2	3	4	5
Preservation of natural areas such as open space, farmlands and greenbelts	1	2	3	4	5
Flagstaff open space	1	2	3	4	5
Quality of overall natural environment in Flagstaff.....	1	2	3	4	5
Overall "built environment" of Flagstaff (including buildings, parks and transportation systems)	1	2	3	4	5
Recreation opportunities in Flagstaff	1	2	3	4	5
Overall opportunities for education and enrichment	1	2	3	4	5
Opportunities to attend cultural activities.....	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Accessibility of public facilities.....	1	2	3	4	5
Overall economic health of Flagstaff	1	2	3	4	5
Sense of community	1	2	3	4	5
Offering a welcoming and safe atmosphere for all people	1	2	3	4	5

3. Please indicate how likely or unlikely you are to remain in Flagstaff for the next five years.

☐ Very likely ☐ Somewhat likely ☐ Somewhat unlikely ☐ Very unlikely ☐ Don't know

4. In the time you've lived in Flagstaff, do you think the City has become a better place to live, it has stayed about the same or has become a worse place to live?

☐ Better ☐ Stayed about the same ☐ Worse ☐ Don't know

5. Over the last 12 months, would you say that the quality of life in your neighborhood has gotten better, stayed about the same or gotten worse?

☐ Better ☐ Stayed about the same ☐ Worse ☐ Don't know

6. In the last 12 months, how many times, if ever, have you or another household member done each of the following?

	<u>Never</u>	<u>Once or twice</u>	<u>3-12 times</u>	<u>13-26 times</u>	<u>More than 26 times</u>	<u>Don't know</u>
Driven out of the city to buy something you couldn't find in Flagstaff	1	2	3	4	5	6
Used the Internet to buy something that you couldn't find in Flagstaff	1	2	3	4	5	6

7. In the last 12 months, how often, if ever, have you done each of the following?

	<u>Never</u>	<u>Once or twice</u>	<u>Several times</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Don't know</u>
Flown from Flagstaff Pulliam Airport	1	2	3	4	5	6
Driven to the Phoenix Metropolitan area to fly	1	2	3	4	5	6

8. If you fly from Phoenix instead of Flagstaff, where are you typically flying to? _____

9. In the last 12 months, how frequently, if ever, have you or another household member used the bus service, Mountain Line?

☐ Never ☐ Once or twice ☐ 3-12 times ☐ 13-26 times ☐ More than 26 times ☐ Don't know

10. The transportation system in our region consists of roads, buses, sidewalks, Flagstaff Urban Trails System (FUTS) trails and bike facilities. Overall, how well, if at all, does the current transportation system meet your travel needs?

☐ Very well ☐ Somewhat well ☐ Not too well ☐ Not at all ☐ Don't know

11. In planning for transportation, how much priority should be given to each of the following? (Please choose only ONE for your highest priority.)

	<u>Highest Priority</u>	<u>High Priority</u>	<u>Medium Priority</u>	<u>Low Priority</u>	<u>No Priority</u>
Automobiles.....	1	2	3	4	5
Pedestrians.....	1	2	3	4	5
Bicycles	1	2	3	4	5
Public transit (buses).....	1	2	3	4	5
Other _____	1	2	3	4	5

12. Please indicate how frequently, if at all, you have done each of the following in the last 12 months. Then, please rate the quality of customer service during your interaction.

	<u>Frequently</u>	<u>Sometimes</u>	<u>Never</u>	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Called City Hall.....	1	2	3	1	2	3	4	5
Visited City Hall.....	1	2	3	1	2	3	4	5
Used the City's website or online services.....	1	2	3	1	2	3	4	5

13. Please rate the quality of each of the following services provided in Flagstaff.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Fire department	1	2	3	4	5
Garbage collection services	1	2	3	4	5
Libraries	1	2	3	4	5
Parks	1	2	3	4	5
Police department.....	1	2	3	4	5
Planning and building services	1	2	3	4	5
Recreation programs	1	2	3	4	5
Recycling services	1	2	3	4	5
Sustainability programs.....	1	2	3	4	5
Sewer services	1	2	3	4	5
Water services	1	2	3	4	5
Utility billing services	1	2	3	4	5
Snow operations	1	2	3	4	5
Street maintenance.....	1	2	3	4	5
Traffic signals.....	1	2	3	4	5
Streetscapes (making street medians and sides of streets attractive).....	1	2	3	4	5
Public art.....	1	2	3	4	5
Heritage preservation.....	1	2	3	4	5
Mountain Line (bus service throughout Flagstaff)	1	2	3	4	5
Overall quality of City services	1	2	3	4	5

14. Please rate the following categories of City of Flagstaff government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to City of Flagstaff government.....	1	2	3	4	5
The overall direction that City of Flagstaff government is taking.....	1	2	3	4	5
The job City of Flagstaff government does at welcoming citizen involvement.....	1	2	3	4	5
Overall confidence in City of Flagstaff government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being transparent.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5

15. How much do you support or oppose the City doing each of the following?

	<u>Strongly support</u>	<u>Somewhat support</u>	<u>Somewhat oppose</u>	<u>Strongly oppose</u>	<u>Don't know</u>
Not plowing neighborhood streets when there is 4 inches of snow or less	1	2	3	4	5
Using prescribed or controlled burns to maintain a healthy forest	1	2	3	4	5
Requiring that property owners meet a minimum standard of removing excess vegetation around their property to help protect the City from wildfires.....	1	2	3	4	5
Closing Downtown streets for parades and festivals	1	2	3	4	5
Creating programs or policies to address the threat of climate change	1	2	3	4	5
Creating programs or policies to preserve buildings in historic neighborhoods.....	1	2	3	4	5
Creating programs and policies to help plan for growth in the Flagstaff area	1	2	3	4	5
Requiring new construction to match the character of Flagstaff.....	1	2	3	4	5
Working to preserve more open space within the city.....	1	2	3	4	5

16. What is the **ONE** thing the City can do to most improve your quality of life in Flagstaff?

17. When spending public money, what should the top three priorities for the City of Flagstaff be?

1) _____

2) _____

3) _____

18. Recognizing that all of the below items are important, and that the Police Department will not neglect any of these, which **three (3)** items do you feel like are the biggest issues in our community that require additional attention and resources? (Please select only three.)

- ☐ Burglaries (auto)
- ☐ Burglaries/thefts (residential)
- ☐ Child abuse
- ☐ Child sexual predators / Internet safety
- ☐ Disorderly conduct / public intoxication / noise violations
- ☐ Disorderly youth (e.g., cruising or gathering)
- ☐ Domestic violence (adult)
- ☐ Driving under the influence (e.g., alcohol or drugs)
- ☐ Drug abuse (e.g., manufacture, sale, or use of illegal/prescription drugs)
- ☐ Fraud / identity theft
- ☐ Gang activity
- ☐ Gun violence
- ☐ Hate crimes
- ☐ Homeland security problems
- ☐ Homeless – or transient- related problems (panhandling)
- ☐ Homicide
- ☐ Robbery
- ☐ Physical assault
- ☐ Prostitution
- ☐ School safety (e.g., bullying, fighting, or weapons)
- ☐ Sexual assault / rape (adult)
- ☐ Traffic issues / residential speeding
- ☐ Underage drinking
- ☐ Vandalism / graffiti
- ☐ Other

19. Thinking about the amount of information you have about City of Flagstaff issues, services and programs, would you say that you have too little, the right amount or too much information?

- ☐ Too little
- ☐ Right amount
- ☐ Too much
- ☐ Don't know

20. Which of the following sources is your **most preferred** source of information about City of Flagstaff issues, services and programs? (Please select only ONE source.)

- ☐ Newspaper (Arizona Daily Sun)
- ☐ Cityscape magazine
- ☐ Social media (Facebook, Twitter, etc.)
- ☐ City website (www.flagstaff.az.gov)
- ☐ Flagstaff 365
- ☐ Radio
- ☐ Streamed City Council work sessions
- ☐ Inserts in utility bills
- ☐ Other
- ☐ None of these

21. How likely or unlikely are you to leave the community because housing costs too much?

- ☐ Very likely
- ☐ Somewhat likely
- ☐ Somewhat unlikely
- ☐ Very unlikely
- ☐ Don't know

22. If you currently rent and want to own your own home, what is preventing you from reaching that goal? (Please check all that apply.)

- ☐ I already own
- ☐ I rent and don't want to own
- ☐ Availability of homes for sale in my price range
- ☐ Ability to qualify for a loan
- ☐ Don't know how to get started
- ☐ Lack the down payment necessary
- ☐ Other

Our last questions are about you and your household. Again, all of your responses to this survey are completely anonymous and will be reported in group form only.

23. How many years have you lived in Flagstaff?

- ☐ Less than one year
- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ More than 20 years

24. Are you a full-time or part-time resident of Flagstaff?

- ☐ Full-time
- ☐ Part-time

25. Do you own or rent your home?

- ☐ Own
- ☐ Rent

26. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?

- ☐ Less than \$300 per month
- ☐ \$300 to \$599 per month
- ☐ \$600 to \$999 per month
- ☐ \$1,000 to \$1,499 per month
- ☐ \$1,500 to \$2,499 per month
- ☐ \$2,500 or more per month

27. Do any children 17 or under live in your household?

- ☐ Yes
- ☐ No

28. In which category is your age?

- ☐ 18-24 years
- ☐ 25-34 years
- ☐ 35-44 years
- ☐ 45-54 years
- ☐ 55-64 years
- ☐ 65-74 years
- ☐ 75 years or older

29. What is the highest grade of school or year of college that you have completed?

- ☐ Grade school
- ☐ High school degree or GED
- ☐ Some college/ Associate's degree
- ☐ Bachelor's degree
- ☐ Post-bachelor's degree/Graduate degree

30. Are you of Hispanic, Latino, or Spanish origin?

- ☐ Yes
- ☐ No

31. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- ☐ American Indian or Alaska Native
- ☐ Asian, Asian Indian or Pacific Islander
- ☐ Black or African American
- ☐ White
- ☐ Other race

32. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- ☐ Up to \$9,999
- ☐ \$10,000 to \$24,999
- ☐ \$25,000 to \$49,999
- ☐ \$50,000 to \$74,999
- ☐ \$75,000 to \$99,999
- ☐ \$100,000 to \$149,999
- ☐ \$150,000 or more

33. What is your gender?

- ☐ Female
- ☐ Male
- ☐ Other

**Thank you for completing this survey. Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**

2020 Citizen Survey





Background



- The last Citizen Survey was conducted in 2013.
- The City has conducted Citizen Surveys since the early 2000's.
- The Citizen Survey targets adult Flagstaff citizens regarding their attitudes toward and satisfaction with municipal services, as well as other topics of interest to the City.



Topic and Question Development

- Initial review of the questions included in the 2013 survey.
- Iterative process including Leadership Team review and Council.
- The questions cover a range of topics such as public safety, transportation, government performance and services.
- The survey includes two open-answer questions related to quality of life in Flagstaff and Performance Based Budgeting.
- Includes basic demographic information of respondent.



Survey Administration

- The survey will be mailed to at least 2,000 households in Flagstaff city limits. These addresses are selected from the Postal Service's Delivery Sequence File.
 - The City can also push out the survey in an online format through our Community Forum.
- This will likely result in 300 to 600 completed surveys.
- The survey will only be sent to households, university addresses are excluded.



Survey Administration

- Prenotification announcement will be sent approximately one week before the survey arrives.
- Survey packet
 - Contains a cover letter signed by the City Manager and Mayor, the survey and a postage-paid return envelope.
- Second wave survey approximately one week after the first.
 - The cover letters will ask those who have not completed the survey to do so and those who already have done so to refrain from turning in a second survey.



Citizen Survey



- Results expected late spring
 - The results will include a report and presentation to Council.
 - The results of Flagstaff's survey can be compared to our previous survey responses through benchmark questions and to peer municipalities across the country.
- Questions?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Justin Emerick, Project Manager, Water Services
Co-Submitter: Ryan Roberts
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE

Linda Vista Pressure Reducing Valve (PRV) Replacement/Relocation Project

STAFF RECOMMENDED ACTION:

Staff recommends the replacement of this aging infrastructure and relocation of the valve and associated vault outside of Linda Vista Drive to remedy safety concerns.

EXECUTIVE SUMMARY:

Staff would like to inform City Council and the public about an upcoming project that will impact water pressure in over 500 homes and businesses and cause lane restrictions and closures along Linda Vista Drive during the month of March 2020. The purpose of the Linda Vista PRV Replacement/Relocation Project, under Water Services Aging Infrastructure program, will serve to not only replace an aging piece of critical infrastructure in our water distribution system but to remedy safety concerns to City crews and the public. During this four (4) week construction window, it will be necessary to hydraulically isolate the section of pipe containing the PRV, effectively lowering available water pressure to the impacted neighborhoods by nearly 50%. This impact should be limited to only five (5) days during the construction timeframe. It will also be necessary, due to the location of the existing valve and piping, to impose lane restrictions and lane closures during portions of the construction project. These lane closures will result in both lanes being entirely shut down for a period of time while crews excavate and remove the old infrastructure and make provisions to reposition the new equipment out of Linda Vista Drive, backfill and replace asphalt. This could be for a week or more during the month-long construction event.

The Water Services project team has developed an extensive public outreach campaign since there are over 500 customers and businesses anticipated to be impacted including the driving public along Linda Vista Drive. Public outreach will begin in early February and will consist of the following: staff will knock on every customer and business door to personally talk about the project and its impacts, if they are not home then door hangers explaining the project including Water Services contact information will be left; press releases to the newspaper; public service announcements on local radio; social media posts on Facebook and Next Door; physical posters (11"x17") will be displayed in the neighborhood and local businesses; directly coordinating with Police, Fire, Public Works, Guardian, U.S. Postal Service, UPS, FedEx, NAIPTA, etc.

INFORMATION:

This Water Services Capital Project will consist of relocating a set of new pressure-reducing valves and vault in a Public Utility Easement just east of the roadway, beyond the existing sidewalk to remedy access safety risks. The new PRV will be entirely accessible to Water Services staff through a new vault hatch at a reasonable six-foot depth, out of the path of unpredictable vehicle traffic. This pressure reducing valve serves to balance system pressures between two different water distribution zones. The current location of the valve is in an area presenting safety concerns - in the middle of the westbound road lane of Linda Vista Drive, on a curve. The current pressure reduction valve is located over nine feet below the surface in the vault, accessed through a manhole in the middle of the street. This location creates safety concerns for crews to access for repairs and adjustments. The existing valve was installed 30 years ago and continues to age limiting water pressure to the affected neighborhoods of Shadow Mountain, Forest Heights, and Swiss Manor.

The old pressure reducing valve, vault, and seventy (70) linear feet of old waterline will be removed from the roadway and replaced. Modern flow and pressure data transmitters and loggers will be installed allowing staff to closely monitor the valve performance for optimization. Water Services will make every effort to minimize the impact on residents of these neighborhoods. During roadway closures, all vehicular traffic will be rerouted East to Fourth Street and South to access Linda Vista Drive. Special consideration will be given to the six homes in the immediate vicinity of the construction site, between North Paradise Road and North Adrienne Way. Upon completion, water customers can enjoy greater reliability in system pressures and increased ability to provide consistent water flows and pressures to homes, businesses, and safety infrastructure.

Please see attached documents developed as part of Water Services' public outreach campaign.

Attachments:

Linda Vista Door Hanger

Facebook Nextdoor Notice

Letter to Services

NPR Press Release

Construction Notice

LV Existing PRV 1

LV Detour Map

LV Vault Location

LV Pressure Affected Map

LV Vault Photo

Presentation



CONSTRUCTION NOTICE

LINDA VISTA DRIVE

MARCH 2ND TO APRIL 1ST, 2020

As a part of an ongoing effort to upgrade aging infrastructure, Water Services will be replacing a pressure control valve on Linda Vista Drive between North Paradise Road and North Adrienne Way.

ROAD CLOSURES

The project will cause road closures or delays on Linda Vista Drive between North Paradise Road and North Adrienne Way intermittently during the construction period, from March 2nd to April 1st. Those affected by these road restrictions should access Linda Vista Drive via North Fourth Street (see map below).

**ROAD
CLOSED**



For residents north of Linda Vista Drive, please see reverse side for details on reduced water pressure in your home.

REDUCED WATER PRESSURE



Residents north of Linda Vista Drive, between North Paradise Road and Grindelwald Way should expect reduced water pressure for five consecutive days during the construction period.

WE ARE HERE TO HELP

We understand that construction may interfere with residential life in the area for a brief time, but this upgrade will enhance the reliability of your water service and increase staff safety in the long term.

If you have questions or concerns regarding the construction, contact the Water Services Project Manager at **(928) 607-2541**

We are Water

STAY INFORMED

- For real-time updates on this project: flagstaff.az.gov/lindavistawater
- Facebook: facebook.com/flagstaffwater/
- Sign up for Nextdoor here: nextdoor.com



The road closure will help keep workers safe!



Facebook / Nextdoor Notice

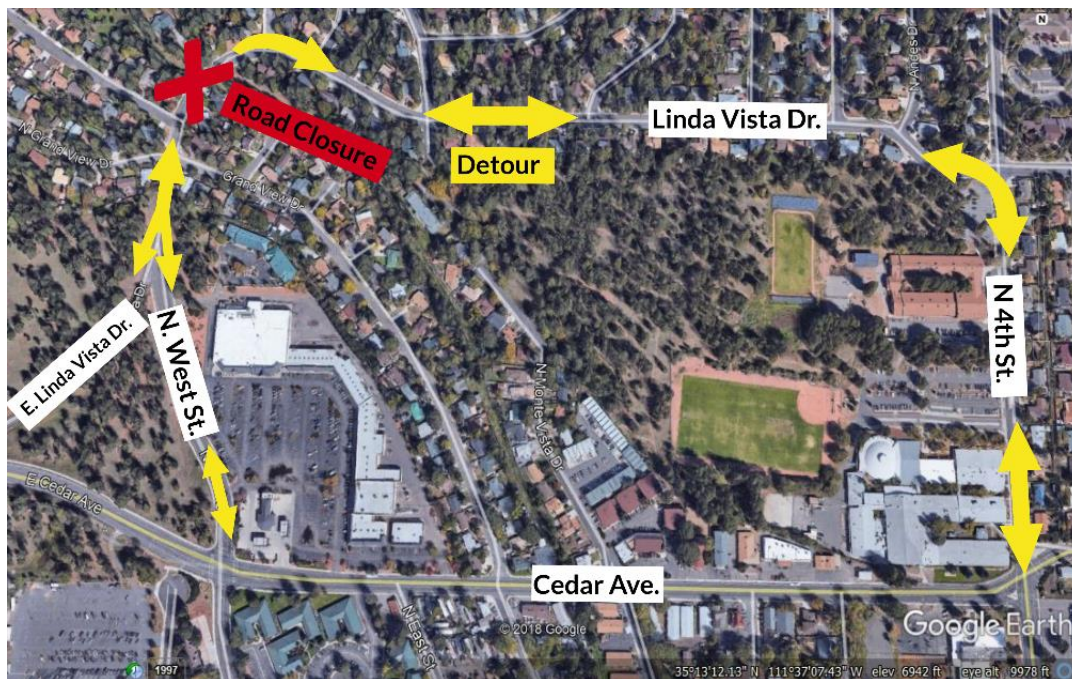
Construction Notice: Linda Vista Drive

Road Closures

Flagstaff Water Services will be replacing a pressure control valve on Linda Vista Drive between North Paradise Road and North Adrienne Way. The project will include removing the existing underground vault, causing **intermittent road closures or delays on Linda Vista Drive between March 2nd and April 1st (see map below)**. Those affected by these road restrictions should access Linda Vista Drive via North Fourth Street.

Reduced Water Pressure

Residents north of Linda Vista Drive, between North Paradise Road and Grindelwald Way should expect reduced water pressure for five consecutive days during the construction period. If you have questions or concerns about the construction, contact the Water Services Project Manager at **(928) 607-2541**. For real time updates on the progress of the project, visit the Water Services webpage at: flagstaff.az.gov/lindavistawater.





WATER SERVICES DIVISION

Water Distribution



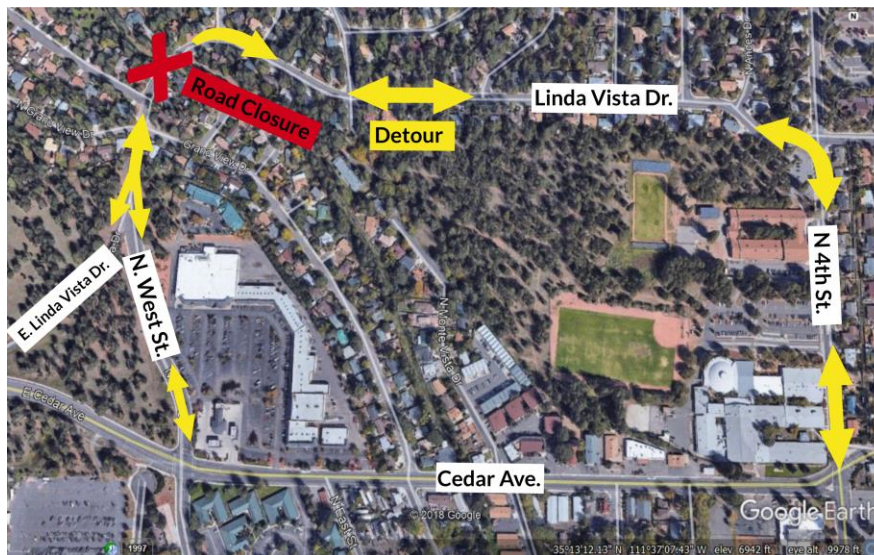
Date:

To: Fire, Police, NAIPTA, FUSD, Emergency Services, USPS, UPS, Fedex, Guardian, Sanitation, City Manager's Office, Jessica Drum

From: Flagstaff Water Services

Re: Construction Notice: Linda Vista Drive

As a part of an ongoing effort to upgrade aging infrastructure, Water Services will be replacing a pressure control valve on Linda Vista Drive between North Paradise Road and North Adrienne Way. The existing vault will be relocated out of the street (below surface level) to a curbside location on Linda Vista Drive. The project will cause **intermittent road closures or delays on Linda Vista Drive between March 2nd and April 1st, 2020 (see map below)**. Those affected by these road restrictions should access Linda Vista Drive via North Fourth Street. Please accommodate these restrictions while considering your service routes during this time period.



For **five consecutive days** during the construction period, there will be **reduced water pressure** north of Linda Vista Drive, between North Paradise Road and Grindelwald Way.

If you have questions or concerns about the construction, contact the Water Services Project Manager at **(928) 607-2541**. For real-time updates on this project, check our website at: flagstaff.az.gov/lindavistawater. Water Services will post reminders of the construction timeline and updates on Nextdoor, Facebook, and in your community.

Water – Wastewater – Reclaimed Water – Stormwater

Administration Offices
2323 N. Walgreens St.
Flagstaff, Arizona 86004

East Side Shop
5401 E. Commerce Ave.
Flagstaff, Arizona 86004



WATER SERVICES DIVISION

Water Distribution



Date:
To: KNAU
From: Flagstaff Water Services
Re: Construction Notice: Linda Vista Drive

Funding for KNAU comes from the City of Flagstaff Water Services Division. Construction on Linda Vista Drive between North Paradise Road and North Adrianne Way will cause intermittent road restrictions and reduced water pressure in the area from March 2nd to April 1st. More at Flagstaff dot A-Z dot gov slash Linda Vista Water.

Water – Wastewater – Reclaimed Water – Stormwater

Administration Offices
2323 N. Walgreens St.
Flagstaff, Arizona 86004

East Side Shop
5401 E. Commerce Ave.
Flagstaff, Arizona 86004



Construction Notice: Linda Vista Drive

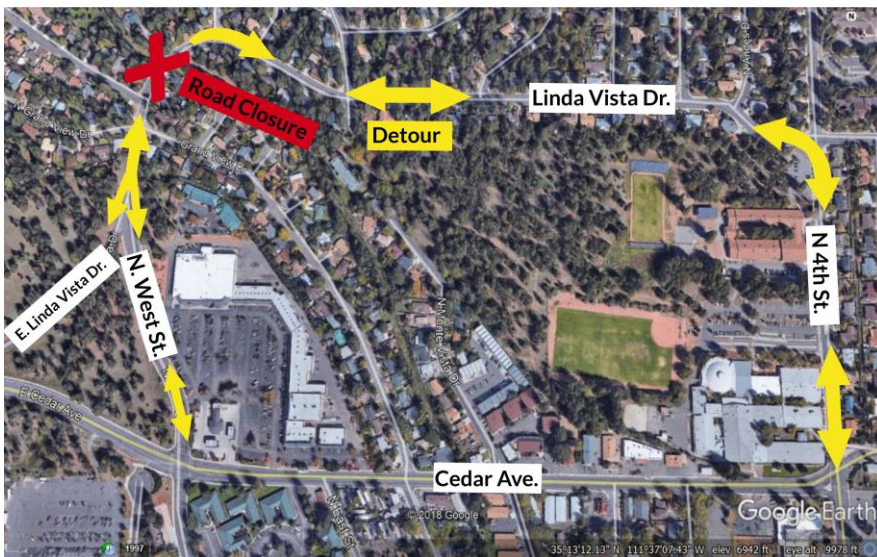
Road Closures

As a part of an ongoing effort to upgrade aging infrastructure, Water Services will be replacing a pressure control valve on Linda Vista Drive between North Paradise Road and

North Adrienne Way in March 2020. The existing vault will be relocated out of the street (below surface level) to a curbside location on Linda Vista Drive. The project will cause **intermittent road closures or delays on Linda Vista Drive between March 2nd and April 1st (see map below).** Those affected by these road restrictions should access Linda Vista Drive via North Fourth Street. Please allow additional time to your normal commute while the detour is in effect.



The road closure will help keep workers safe during the construction.



Reduced Water Pressure

Residents north of Linda Vista Drive, between North Paradise Road and Grindelwald Way should expect reduced water pressure for five consecutive days during the construction period. If your home is located in an area that will experience reduced water pressure, you will be notified in advance.

We understand that construction may interfere with residential life in the area for a brief time, but this upgrade will enhance the reliability of your water service and increase staff safety in

the long term. If you have questions or concerns about the construction, contact the Water Services Project Manager at (928) 607-2541. For real-time updates on this project, check in to our website at flagstaff.az.gov/lindavistawater. We will also keep residents informed by posting reminders of the construction timeline and updates on Nextdoor, Facebook, and in your community. To sign up for neighborhood notifications on Nextdoor, go to nextdoor.com/ Visit our Facebook page at facebook.com/flagstaffwater/.





Road Closure



Detour



N 4th St.



N. West St.

E. Linda Vista Dr.

Linda Vista Dr.

Cedar Ave.

E Cedar Ave

Grand View Dr

N Grand View Dr

N Monte Vista Dr

N Andes Dr

N West St

© 2018 Google

Google Earth

1997

35°13'12.13" N 111°37'07.43" W elev 6942 ft eye alt 9978 ft



Expected Water Pressure Reduction Boundary







Linda Vista PRV Replacement Project Public Outreach

Justin Emerick

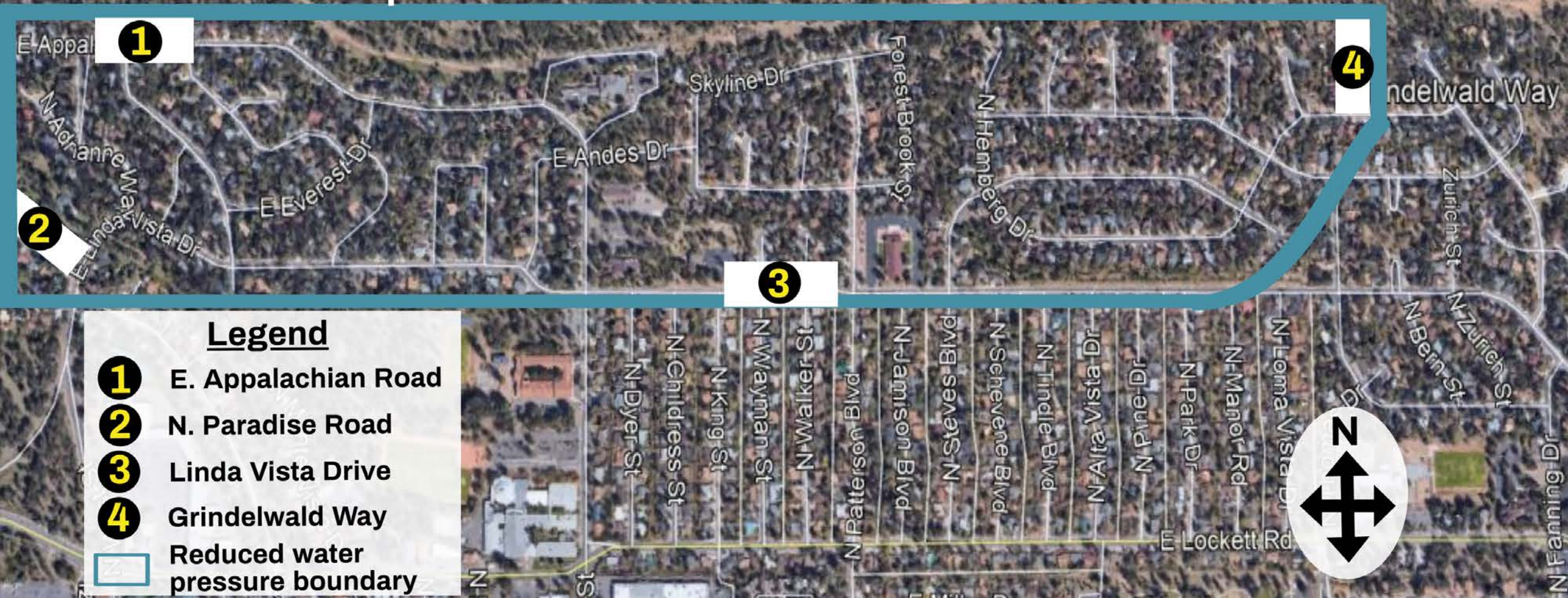




PRV Replacement

- Project Construction scheduled from March 2, 2020 to April 1st, 2020
- Existing Pressure Reducing Valve installed in 1990
- Existing PRV located in middle of roadway
- Relocation of new PRV to side of roadway

Expected Water Pressure Reduction Boundary



- Temporarily Reduced Water Pressure Affected Map
- 570 Homes and Businesses will experience slightly reduced water pressure for up to 5 days

Outreach Efforts to Include:

- Meet & discuss with affected water customers
- Door Hangers on all residences and businesses throughout affected zone
- Maps and re-routing information hung throughout affected zone
- Flyers distributed at Safeway
- Cityscape article
- Facebook and Nextdoor Notifications
- Water Services Webpage (City of Flagstaff Homepage)
- Critical Services Notified
- NPR Press Release Notifications



Construction Notice:

Linda Vista Drive

March 2nd to April 1st, 2020

As a part of an ongoing effort to upgrade aging infrastructure, Water Services will be replacing a pressure control valve on Linda Vista Drive between North Paradise Road and North Adrienne Way. The existing vault will be relocated out of the street (below surface level) to a curbside location on Linda Vista Drive.

Road Closures:

The project will include removing the existing vault, causing intermittent road closures or delays on Linda Vista Drive between March 2nd and April 1st (see map). Those affected by these road restrictions should access Linda Vista Drive via North Fourth Street. Please allow additional time to your normal commute while the detour is in effect.



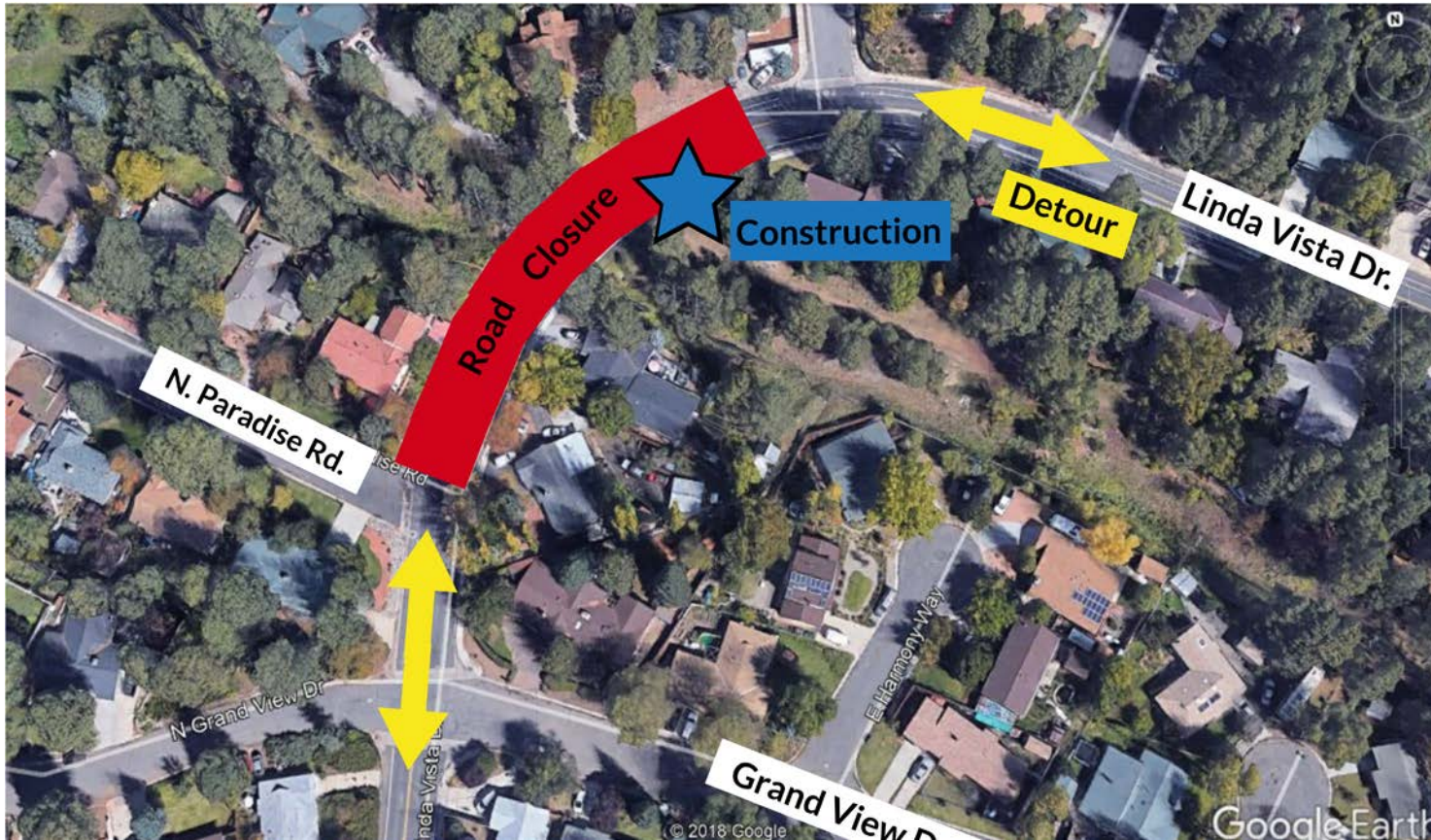
Reduced Water Pressure:

Residents north of Linda Vista Drive, between North Paradise Road and Grindelwald Way should expect reduced water pressure for five consecutive days during the construction period. Affected residents will be notified in advance.



Questions or Concerns?

If you have questions or concerns about the construction, contact the Water Services Project Manager at (928) 607-2541. For real-time updates on this project, check in to our website at flagstaff.az.gov/lindavistawater. We will also keep residents informed through Facebook and the NextDoor app. To sign up for neighborhood notifications on Nextdoor, go to nextdoor.com. Water Services will post reminders of the construction timeline and updates on Nextdoor, Facebook, and in your community.



Lane Restrictions & Road Closure Zone

- Temporary Lane Restrictions and Road Closures throughout construction 30-day window
- Road Closure for up to 5 days
- Lanes to be restricted during installation and removal of water infrastructure



Purpose of Project

- Project Benefits Include:
 - Resolves current access safety concerns
 - Increases system reliability
 - Increases pressure consistency
- Water pressure reduction for 5 days during construction window
- Street closure and lane restrictions on & off for 30 days

- Questions?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A request by Councilmember Aslan to have a discussion about the feasibility of initiating a carbon tax at the Flagstaff airport

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/27/2020
Meeting Date: 02/04/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A request by Vice Mayor Shimoni to have a discussion about chemicals used in the parks and recreation department, not including reclaimed water

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Vice Mayor Shimoni has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/31/2020
Meeting Date: 02/04/2020



TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

January 30, 2020

Council and Colleagues, Greetings!

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In this report, we will be touching on the outcomes of the December 5th retreat, with focus upon the F.A.I.R. process. There will be an additional follow-up (Part II) on the other outcomes from the retreat to follow.

Budget Process

The Budget Team has been meeting on a regular basis, at least once a week. Much effort has been lent to Priority Based Budgeting, preparation for the upcoming Retreat on Feb. 3rd and 4th, and internal review of requests staffing changes, compensation, and related topics.

Flagstaff Shelter Tour

Members of our Housing Section, City Manager's Office, and Community Development Division, toured the recently expanded Flagstaff Shelter facility on January 24th. With the recently completed upstairs, approximately 150 beds are now available, and improved accessory facilities (restrooms, storage, conference, etc.). We had a very good tour and the shelter is now reaching capacity with the increased numbers, providing a huge need in our community.



Alliance Meeting

The Alliance met on January 24th and the meeting was hosted by NAU. Discussion focused upon current issues and possible bond measures. Flagstaff presented its finalized legislative priorities. The Mayor attended and provided input...it was a good meeting and the City will be talking about hosting future meetings as we continue to rotate venues.

CCC Tour (1/28)

A previous tour of the Coconino Community College Campus occurred in December and Council was apprised. A follow-up tour of the Fourth Street Campus occurred on January 28th, and it was very informative. With much discussion of late about emerging curricula involving vocational

studies and training (Associate Degrees and Certificates), we were able to view many of the labs and workrooms. I was accompanied by Dr. Colleen Smith, President Mr. Steve Peru, External Affairs, and Dean Jeff Jones.



Water Group (1/28)

A meeting occurred between myself, Councilmember Aslan, and the Water Group, on January 28th. We spoke of water quality issues, future water needs, concerns about the Rate Study, and other related topics.

ACMA Conference

Two days of the three-day conference (January 29th through 31st) in Sedona were attended (Shane Dille, DCM, attended the conference in its entirety). The agenda was very good, including presentations on Medical Marijuana and Drug Testing Issues, Law Enforcement Interaction with Developmentally Disabled Individuals, Presumptive Cancer and Potential Impact upon Local Government, Legislative Update, and Economic Outlook, among others. It was well attended, and introductions with many colleagues from both towns and counties were made. The conference occurs twice a year.



MetroPlan

We had a Management Meeting on January 23rd, and a Transition Meeting on January 14th. Much is happening with MetroPlan and its transition toward autonomy, and we are talking about very important transportation needs and projects.

Daily Sun

The Mayor, DCM Dille, and myself attended a lunch meeting with members of the Daily Sun on January 22nd.

Council visit to Hualapai Tribal Nation

On January 30th the City Council, accompanied by some staff, loaded up two vehicles, and drove to Peach Springs, Arizona to visit our elected leaders of the Hualapai Tribe. The meeting was well orchestrated and very meaningful, with much dialogue about pending and emerging issues. It was a huge success.



Misc. Staff Updates

Fire Department

I met with Fire Chief Mark Gaillard on January 13th and had a Skype meeting with the A Shift on January 23rd. We also met with the FWPP on January 16th. The Fire Special Operations Hazardous Materials team held a training this past week, and Wildland Fire personnel are working with NAU Communications staff who used a drone to film prescribed burns to add to the existing FWPP documentary film. Wildland Fire personnel continued burns on the Observatory Mesa Open Space adding 20 more acres near the Hidden Hollow area. Wildland Fire personnel also continued their partnership with Payson Fire Department as Payson creates their first Wildland Fire Management program. Please note: the annual Wildfire Community Preparedness Day is planned for May 2nd – stay tuned on that one.

Public Works, etc..

The Piatigorsky Foundation will be at the Joe C. Montoya Community and Senior Center on February 3rd at 2:00 p.m. for a classical musician performance. This concert is free and open to the public! On a different note, the Streets Section provided a tour and education session to a University Heights Block Watch and DeMiguel group to share information about snow operations (in case winter returns) around the school and work being done to improve service.

Facilities have begun planning efforts to relocate the existing Courts and Prosecution offices to the new facility beginning in late June, 2020 and preparation for demolition of the old structures between July and August.

Electric vehicle charging ports were installed at the Rio de Flag Water Treatment facility the week of January 20th for City vehicles. City Hall parking lot closure of the four parking spaces in the west parking lot for the construction of the EV charging stations will begin on Monday, February 10th. The work is expected to last approximately three weeks, weather permitting. Climate and Energy staff have recently been added to the Development Review Team.

Police

Police Department staff attended community meetings with Family Advocacy Council, Coordinated Community Council, NARBHA, Flagstaff Initiative Against Trafficking, Salvation Army Board meeting, Victim Witness Board meeting, and Boys and Girls Club Board meeting. The PD held *Coffee with a Cop* on January 27th at White Dove Coffee shop (good coffee, no donuts)!

Flagstaff Police personnel Jennifer Brown, Allison Hughes, Officer George Schorman, Sgt. Charles Hernandez and Jen Brevik all volunteered for this year's Polar Plunge at the Flagstaff Athletic Club to raise awareness and funding for the Special Olympics.

Finally, but not least, the Flagstaff VFW recognized Officer Eric Tomperri as this year's VFW Officer of the Year. Congratulations to Officer Tomperri!

Sustainability

Effective immediately, the Sustainability Section will be placed under the City Manager's Office and will be attendant at the weekly Leadership Team meetings. Stay tuned on this exciting new restructure, as there will be much more to report as time moves forward. Welcome, Nicole Antonopoulos, to the Team!

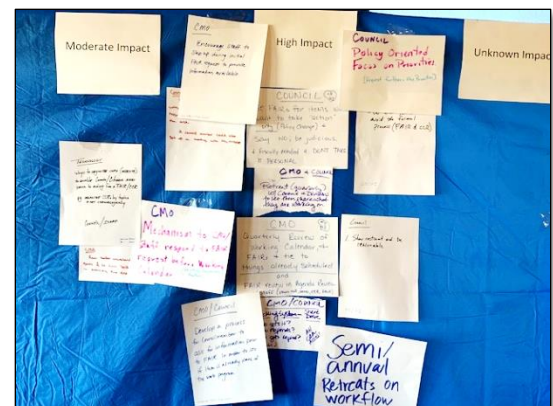
Other Updates

Attendance was had at the Housing Commission meeting on January 23rd. Housing Director Sarah Darr will be accompanying us when we travel to Clearwater Florida at the end of February to visit the Safe Harbor pre-arrest diversion and treatment facility. Attendance was also had at the Beautification & Public Art Commission on January 13th, when we talked at length about flowers in the downtown area. One-on-one meetings with all of the Councilmembers occurred during the month of January. These meetings are greatly appreciated!

December Retreat Update (Part I)

The Retreat on December 5th provided an update on revenues, a detailed discussion about organizational restructuring, with much of the morning being allocated to a dialogue about information requests, staff work volume, process, and opportunities for improvement. The retreat was well conducted, with stellar facilitation by Stephanie Smith, and by all measures it was a successful undertaking.

There were many outcomes stemming from the discussion, and enough to warrant that they be broken down into two segments for follow-up with the Council. The first segment (Part I), and the subject of this report, concerns largely the request for information being sought from staff by the City Council in the form of Future Agenda Item Requests (F.A.I.R.) and City Council Reports (C.C.R.). The second segment (Part II), and the subject of a future report, will be the other means for requesting information, by both Council and the citizenry, with suggested improvements to protocol to streamline the process and reduce the backlog of work volume.



1. F.A.I.R.

During the Retreat there was much discussion about the pending F.A.I.R. topics, the backlog, and the occurrence of redundancy between these topics and previously submitted City Council Reports, staff presentations, previous agenda items, or agenda items slated for future meetings. In some instances, the underlying relevance or need for the topics was questioned. A central tenet that emerged from the discussion was that F.A.I.R. topics should be restricted to possible policy formulation, and not used as means of simply obtaining information or making a political statement.

The discussion focused on the frequency and growing volume of F.A.I.R. requests, which in recent times have become commonplace during the To/From portion of the Council meetings. Council and staff discussed the need to have a more judicious approach to keep the requests in check. One recurring suggestion by the Council, which was greatly appreciated by staff, was the desire to simplify or refine the F.A.I.R. process and make it less cumbersome, placing more emphasis upon less formal efforts to solicit the needed information from staff, and more Council scrutiny over the requests when they do arise.

The process for seeking future agenda item requests is a formal one found in Section 4.02 of the Council Rules of Procedure:

4.02 Future Agenda Item Requests (F.A.I.R.)

The City Manager shall consider any request by a Councilmember to include an item on the Future Agenda Item Request (FAIR) portion of the agenda. A Councilmember may submit an item for consideration in a public meeting during To/From and the City Manager may place it in a queue with other Council requests to be placed on an agenda.

The requesting Councilmember must be present through each step of the F.A.I.R. process to provide information and solicit the support for their item. Should scheduling conflicts arise the requesting Councilmember must contact the City Manager and ask that the item be rescheduled.

In the event that there are remaining F.A.I.R. items from an outgoing Councilmember the items will be placed on a separate list to seek a current Councilmember sponsor. If after 30 days from the last day of their term no Councilmember comes forward to sponsor the item, it will be removed from the queue.

Once the item is placed on an agenda under F.A.I.R.:

- a) If three or more Councilmembers agree, it is placed in the Discussion Queue for future meetings in chronological order. (Shown on working calendar as a discussion item)*
- b) Should a Councilmember wish to move the item to the front of the Discussion Queue, a separate and secondary request must be made. Should a minimum of four Councilmembers agree to such request, the item will be placed at the front of the Discussion Queue and Items previously placed on future agendas for discussion will be shifted accordingly.*
- c) Should a Councilmember wish to change the order of the items in the Discussion Queue, a request must be made by a Councilmember as to the preferred priority order. Should a minimum of four Councilmembers agree to such a request, the order shall be revised accordingly.*

Once an item has been considered under the F.A.I.R. process and placed on a future agenda for discussion, staff time in preparing for such item is limited to eight hours or less. Once direction is given by a majority of the Council, further staff time may be expended. (Show on the Working Calendar as a Regular Item.)

Noting the above process, it is clear that the intended procedure for F.A.I.R., as written, is actually fairly simple. It is the practice that has evolved, beyond the intended process, that has become somewhat complicated. Notably, the use of the “four vote” process which is seen as an extra step in the approval process, used routinely, rather than that of a means to prioritize an existing F.A.I.R., which was intended to be used sparingly.

The two-step (three vote, four vote) process is clunky and very confusing. It should be abandoned, and Council should return to the procedures as originally formulated and as set forth expressly in Section 4.02. This allows for a simple three-vote procedure to place the item in the queue for a future discussion with any subsequent direction or action coming from a majority of Council. If Council is judicious in its approval process – an expressed outcome of the Retreat – the simplified process should work just fine.

It is noted that the written process allows for less than majority of the Council to advance a particular topic to a future agenda, this should not be a problem if the other measures and considerations as stated during the Retreat are applied.

Similarly, the process for removal of a F.A.I.R. item, as set forth in Section 4.03 (below), works well as written. Council has adhered to this process and it appears to be working fine.

4.03 Removal of a F.A.I.R. Item

A Councilmember who has previously requested a F.A.I.R. item may have it removed up until the time it appears on the agenda as a F.A.I.R. item. No other Councilmember is permitted to remove an item. If an item is removed prior to it appearing on an agenda, the City Manager will notify the Council of its removal at the next Council Meeting. If another Councilmember wants to retain the item, it shall retain its then-current place in the queue. Once on the agenda, the request to remove must be made during a public meeting.

Once it has been placed on the agenda as a F.A.I.R. item, and there are three or more Councilmembers who support moving it to a future agenda for discussion, an item may not be removed until it has been placed back on the agenda as a F.A.I.R. item to be Removed. Should there be no objection from Councilmembers, the item will be removed as a F.A.I.R. item. If at least three other Councilmembers wish to keep it on the F.A.I.R. list, it will be placed on a future agenda as outlined in Section 4.02(a) above.

2. City Council Reports

The City Council Reports (C.C.R) are intended to be formal requests for information, which is not predicated upon a potential policy action. These items are periodically advanced to staff for research and reporting back to the Council. While there is also a considerable inventory of these reports, efforts will be made to categorize and list the items and have them available on the City website.

There is no prescribed process for requesting a C.C.R. The typical practice has been to have the request advanced by a majority of the Council. It is again noted that more efforts will be utilized by Councilmembers in the future to obtain information in a less formal way when practical, and more vigilance by the Council will be afforded to this request process to avoid backlog and unmanageable workflow.

During the Part II follow-up to the Retreat, we will discuss the many other outcomes and suggestions to improve the processes related to information sharing and workflow.